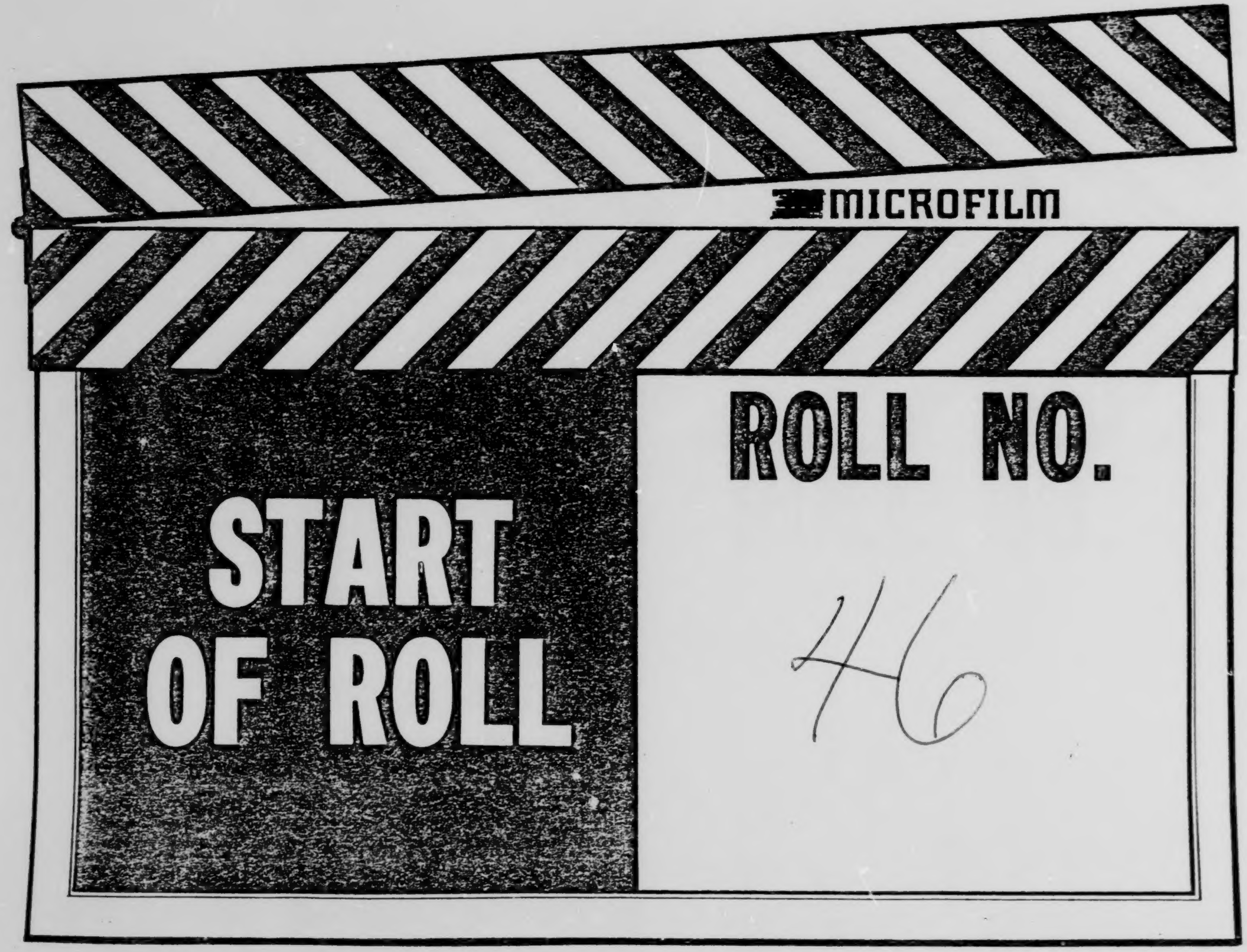

MICROFILM

START OF ROLL

ROLL NO.

46

16-1015 Madras Sec., The Dalles- 1947
California Hwy.
#2899

RECEIVED
SEP 5 1951
FOR FILING

16- 1015

2899

Salem, Oregon
August 24, 1951

Mr. M. H. Hawke
Auditor
Building

Dear Mr. Hawke:

Attached are two notices of garnishment served in this office at 4:50 p.m., August 23, 1951. One of the garnishments is against Ashbahr Company, Inc., in the sum of $234.73. The other garnishment is against Albert W. Denton, d.b.a. Denton Construction Company in the sum of $1,189.50. Both Garnishments have been served by the State Tax Commission for taxes due the State of Oregon.

We have been unable to ascertain the contracts to which the garnishment against the Denton Construction Company applies, but from the name of the name of the company we find three contracts awarded to them; namely, Contracts 2888, 2899 and 2944. We have no information concerning the Ashbahr Company, Inc.

Please withhold payments as required by the notices of garnishment and forward them to Mr. Devers for further handling when you have finished with them.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. J. M. Devers

RECEIVED
JUL 31 1951
FOR FILING

16 - 1015

2899

agreement with Surety is filed in contract no. 2944

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1951

SUBJECT:

query note on card then return to me

To: Mr. H. B. Glaisyer,
Office.

Re: Contracts 2899, 2888 and 2944

Dear Mr. Glaisyer:

Please refer to the agreement between the Highway Commission and the Glens Falls Indemnity Company concerning the Denton Construction Company contracts, the original of which agreement you have in your files. Will you please get for me a warrant or check covering the amount of money earned but unpaid with respect to the said contracts?

I am under obligation to mail this to John M. Coke for the Glens Falls Indemnity Company. If you prefer to mail it to him you may do so but send me a copy of the letter of transmittal.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:PW

Asked Mrs Michelander on 6/6 to get warrants in contracts 2899 & 2944 from secty of State & give them to me. HBS

NOTED ON CARD
6-1-51, gl

MEMO:

Agreement with Glens Falls Indemnity Co. filed in Contract #2944.

RECEIVED
NOV 1 - 1950
FOR FILING

Mrs Lewis

16-1015
2899

October 31, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a letter, the original of which was written to the Secretary of State, in which the Portland Wire and Iron Works advised that their claims in the amounts of $1,471.71 and $522.21 against Denton Construction Company on State Highway Contracts 2899 and 2944 have been paid in full.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with the above-mentioned contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
10-31-50 g.e.

COPY

PORTLAND WIRE & IRON WORKS
4644 S. E. Seventeenth Ave.
Portland 2, Oregon

October 25, 1950

John M. Coke
1012 Yeon Bldg.
Portland, Oregon

Gentlemen:

Subject: State Contract 2899 Madras Job, Denton Const.
Lein filed in the amount of $1,471.71 by
Portland Wire & Iron Works.

State Contract 2944, Gardiner Job, Denton Const.
Lein filed in the amount of $522.21 by Portland
Wire & Iron Works.

Please be advised that the above claims have been paid in full.

Very truly yours,

PORTLAND WIRE & IRON WORKS

A. L. FOSTER

A. L. Foster
Vice President

ALF/h

C.C. Earl T. Newberry
Secretary of State
Salem, Oregon

RECEIVED
NOV 1 - 1950
FOR FILING

16-1015

2899

Files

Mrs Lewis

October 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have your letter of October 26 to which was attached a copy of a letter from the Portland Wire and Iron Works advising that their claim in the amount of $1,471.71 against Denton Construction Company on State Highway Contract 2899 has been paid in full, and also that their claim in the amount of $522.21 against Denton Construction Company on State Highway Contract 2944 has been paid in full.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30

NOTED ON CARD
10-31-50 gP

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 26, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is to advise that we received today from the Portland Wire and Iron Works the enclosed copy of their letter to us.

Our records show that a notice of claim covering $522.21 on State Contract No. 2944 was received and filed in this office on December 28, 1948, our file No. 3130.

We do no show a notice of claim by the Portland Wire & Iron WorksState Contract 2899 Madras Job, in the amount of $1,471.71.

Very truly yours,

Earl T Newbry

Secretary of State

NF:M
Enc.

NOTED ON CARD
10-30-50 gl

REFERRED TO
[illegible]
BY SECRETARY

normal letters
note on card

RECEIVED
OCT 30 1950
STATE HIGHWAY COMMISSION

RECEIVED
APR 17 1951
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

16-1015

2899

October 11, 1950

Glaisyer

Miss Doris Barnes
Chief, Legal Section
Internal Revenue Department
Portland 9, Oregon

NOTED
H. B. GLAISYER

Re: Albert W. Denton dba
Denton Construction Co.

Dear Miss Barnes:

I have just been furnished the information which you requested in connection with the Denton Construction Company contracts and Ienclose that information on the attached sheet.

I shall be glad to discuss this matter further with you and the bonding company.

Oregon law provides that highway funds are trust funds and are dedicated to the payment of labor, material and other claims incurred in connection with highway construction. The Denton Construction Company failed financially and its surety or bonding company took over the work and completed it at a substantial loss. The bonding company has paid many labor and material claims and there are some still unpaid.

It is my understanding that the government's claim did not develop out of any transaction connected with any of these jobs but is a debt incurred in connection with an independent contract unrelated entirely to the State work, but was instead, as I am advised, a contract with the Bonneville Power Administration. It is because of the radical divorcement between the government's claim and the funds in dispute that I have been compelled to say to the Commission that in my opinion moneys earned and unpaid under the Denton Construction Companys contracts are pledged first to the payment of labor and material claims, whether those claims be paid by the contractor or the contractor's bonding company.

If the government's claim had developed in connection with any one of these contracts then I can see where there might be ground or law upon which to give the government's claim preference over the other claims connected with the jobs, but as I have stated, the government's claim, if I am correctly informed is in nowise related to any one of these jobs. I shall welcome an opportunity to have this issue disposed of and I shall cooperate with you and the bonding company to that purpose.

The amount of unpaid claims shown against each job should be understood as estimates only. Our information with respect to unpaid claims is predicated on and computed from claims filed with the Commission. It is altogether probable thatmany of the claims filed have been paid, but the claimants do not advise the Commission with respect to that matter, so, as I have said, in giving information concerning claims against the respective jobs we have simply given the total of claims filed regardless of the dates upon which the claims were filed.

Yours very truly,

J. M. DEVERS

JMD:JK
cc :John M.Coke, Atty.
Paul Lynch
H.B.Glaisyer ✓
Encl.

Denton Construction Company Contract # 2888 - Ashland

(1) Amount of contract $49,848.00.

(2) Total amount earned under contract $34,309.08.

(3) Total amount paid $34,309.08.

(4) Total amount withheld None.

(5) Total amount of unpaid claims against job $2225.92, plus claim of State Industrial Accident Commission, amount not stated.

Denton Construction Company Contract # 2899 - Madras

(1) Amount of contract $59,974.00

(2) Total amount paid $58,490.83.

(3) Total amount paid $56,759.00

(4) Total amount withheld $1,731.83.

(5) Total amount of unpaid claims against job $44,826,03.

Denton Construction Company Contract # 2944 - Gardiner

(1) Amount of contract $98,308.00.

(2) Total amount earned under contract $99,028.03.

(3) Total amount paid $91,437.80.

(4) Total amount withheld $7,590.23.

(5) Total amount of unpaid claims against job $82,420.73. (Approximately)

RECEIVED
5 1950
FOR FILING

16-10-15

2897

C O P Y

October 5, 1950

J. M. Devers
Chief Counsel

In response to your request I hand you herewith two copies of the list of claims that have been filed against Denton Construction Company, Contract No. 2944 on file in this office for the construction of the Gardiner Section of the Oregon Coast Highway, and two copies of the list of claims that have been filed against Denton Construction Company in connection with State Highway Contract No. 2899 for improvement of The Dalles-California Highway in Madras.

Both lists are complete insofar as the office has knowledge of claims against both jobs and we have no record whatsoever that any of the claims have been satisfied.

Secretary

HBG/fm

Enc. 4

OF CLAIMS FILED AGAINST CONTRACT NO. 2899, [illegible] CONSTRUCTION COMPANY

8-4-47	S. B. Johnson	Labor	$ [illegible]
12-4-47	Lester V. Shields	Labor, no amount specified	
1-28-48	Central Wood Products, Inc.	Material, no amt. "	
2-27-48	Portland Wire & Iron Works	Material	[illegible]
9-3-48	W. C. [illegible] Co. (Cunningham & Bailey, sub-contrs.)	Equipment rental	[illegible]
9-[illegible]-48	[illegible] Construction Co. (Cunningham & Bailey)	Materials & Equipment	[illegible]
10-[illegible]-48	Jefferson Co.	Work & Equipment	[illegible]
10-[illegible]-48	Armco Drainage & Metal Products, Inc.	Sewer Pipe	[illegible]
11-[illegible]-48	E. E. C. C.	[illegible]	[illegible]
[redacted]	[redacted]	[illegible]	
11-[illegible]-48	[illegible] Sand & Gravel Co.	[illegible]	[illegible]
11-[illegible]-48	[illegible]	Rental of [illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Internal Revenue	Notice of Levy	[illegible]
[illegible]	[illegible]	Materials & Equipment	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible], Collector of Internal Revenue	[illegible]	[illegible]
		Notice of Levy	[illegible]
[illegible]	[illegible], Col. Internal Revenue	" " "	[illegible]
[illegible]	[illegible], Col. Internal Revenue	" " "	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

LIST OF CLAIMS FI[illegible] AGAINST CONTRACT NO. 2944, DE[illegible]N CONSTRUCTION CO.

[illegible]8-47	Lester W. Shields	Labor, no amt. specified	$
9-2-48	Don Baldridge		186.91
8-31-48	Reedsport Machine Works	Labor & Material	62.94
10-5-48	Del R.Beebe	Labor & Equipment Rental	App. 648.51
10-6-48	Jack Robinson	Equip.rental & Misc.	3,686.49
10-23-50	Umpqua River Navigation Co.	Material & Rental	App.31,496.30
11-11-48	Waterworks Supplies Co.	Materials	58.16
11- 9-48	Rogers and Kuni	Concrete Pipe	708.26
11-13-48	James P. Denton	Dump Truck Rental	3,900.00
	(This claim amended in filing with Sec.of State to $28,955.55)		
11-23-48	A. B. Daly & Co.		48.23
12- 2-48	Siuslaw Forest Products,Inc.		412.89
12-14-48	West Coast Telephone Co.		570.87
12-11-48	Portland Wire & Iron Works	Materials	522.21
12-15-48	Dolan & Serfling		435.37
1-5-49	State Industrial Accident Commission	Unpaid Contributions	1,368.70
1-15-49	Wayne M. Woodward	Dump truck hauling	4,009.71
1-22-49	J & J Tire Co.	Tires	237.45
2- 4-49	U.S.Collector Internal Revenue	Notice of Levy	10,831.82
1-17-49	Mary R. Janelle	Broken windows	33.00
3-16-49	Lillebo Equipment Co.	Materials	17.50
3-18-49	Donald V. Baldridge	Labor & Material	186.91
3-23-49	Reedsport Logging Supply	Materials	61.21
3-23-49	Gardiner Service Station	Materials	1,090.54
3-25-49	Gardiner Lumber Co.	Lumber	483.45
4- 4-49	James P.Denton	Dump truck rental (amended)	2,590.00
5- 2-49	Wilson Bros.	Hauling	77.25
6-14-49	James C. Denton	Salaries, Wages,etc.	6,000.00
6-22-49	Hugh E. Earle, Collector of Internal Revenue	Notice of Levy	4,806.16
7- 5-49	John B. Robison	Services as Supt. (no amount)	
7- 8-49	Hugh H. Earle, Col.Int.Revenue	Notice of Levy	2,370.93
7-28-49	Hugh H. Earle, Col.Int.Revenue	Notice of Levy	4,496.96
8-12-49	State Tax Commission	Withholding Taxes	App. 1,022.00

RECEIVED
JAN 10 1949
FOR FILING

16-1015

2899

[illegible]
[illegible] on card

January 6, 1949

State Industrial Accident Commission
Building

Attention: Ray H. Lafkey, Attorney

Gentlemen:

This is to acknowledge your letter of January 5 to which was attached a statement in the amount of $227.60 for unpaid contributions owed to the State Industrial Accident Commission by the Denton Construction Company under our Contract No. 2899.

This claim will be recorded in this office and the surety and contractor notified.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-6-49

INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

COLLECTIONS DIVISION
RAY H. LAFKY, ATTORNEY

PAUL E. GURSKE
T. MORRIS DUNNE
L. D. ARENS
COMMISSIONERS

January 5, 1949

Firm No. 135861

State Highway Commission
Attention: H. B. Glaisyer, Secretary
Salem, Oregon

Earl T. Newbry
Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
c/o John M. Coke, Attorney
Yeon Building
Portland, Oregon

[illegible] misc letters

Gentlemen: Re: State Industrial Accident Commission vs. Albert Denton, dba Denton Construction Company

Enclosed herewith is an itemized statement for $227.60, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 2899, Madras Section of The Dalles - California Highway, Albert Denton, Contractor.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:kv
Enc.

Registered

1-6-49, gl

RECEIVED
JAN 6 1949
OREGON
STATE HIGHWAY COMMISSION

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16-1015

2899

Mrs Lewis
note

January 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received from the State Industrial Accident Commission a claim in the amount of $227.60 representing unpaid contributions to the Accident Commission by the Denton Construction Company under our Contract No. 2899 for work on the Madras Section of The Dalles California Highway.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
[illegible]

STATE OF OREGON
INDUSTRIAL ACCIDENT COMMIS
FISCAL CONTROL DIVISION
SALEM, OREGON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

Denton Constr

PERIOD COVERED			AS AUDITED								AS PAID				
MO.	YR.	CLASS OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY
3 &4	48	No Payroll													
5	"	Road Construction	4.50	Base	2076 64	93 45	1 46	6 64							
6	"	"	"	"	1583 71	71 27	1 03	4 34							
7	"	"	4.00		1153 89	46 16	90	2 35							
		State Highway Contract #2899 Regrading & Surfacing Madras Section The Dalles-California Highway in Jefferson County													
		TOTALS			210 88	3 39	13 33				XXXXXX				

PREPARED BY L. Hill 1-3- 1949

GON
T COMMIS
DIVISION
GON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

135861 NUMBER

Denton Construction Co. FIRM NAME

	AS AUDITED								AS PAID						BALANCE	
PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DEBIT	CREDIT
ruction	4.50	Base	2076 64	93 45	1 46	6 64									101 55	
	"	"	1583 71	71 27	1 03	4 34									76 64	
	4.00		1153 89	46 16	90	2 35									49 41	
way Contract #2899																
Surfacing Madras Section																
California Highway in																
County																
			210 88	3 39	13 33				xxxxxx						227 60	
														TOTAL	227 60	

PREPARED BY L. Hill 1-3- 1949

RECEIVED
JAN 5 - 1949
FOR FILING

16-1015

2899

Mrs. Lewis
note

January 3, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim received by us from the Secretary of State. This claim was filed in their office by T. W. Thomas in the amount of $230 for rental of a water-wagon furnished the Denton Construction Company in connection with our Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
1-3-49 [illegible]

T. W. THOMAS
Contractor
Road and Highway Construction
Portland, Oregon

Office address
10248 N. E. Halladay St.
Portland 15, Oregon

Phone:Kenwood 5353

December 17, 1948

Secretary of State
State of Oregon
Salem,
Oregon

TO - The Secretary of State
State of Oregon

Notice is hereby given that the undersigned, T. W. Thomas, has a claim for the rental of a water-wagon in the sum of two hundred thirty dollars ($230.00) against the bond taken from The Denton Construction Company by the Glens Falls Indemnity Company for work of State Highway Contract No. 2899, for regrading and surfacing the Madras Section of The Dalles-California Highway in Jefferson County.

Should it be necessary to file suit to collect this amount the undersigned will ask for an additional one hundred fifty dollars ($150.00) for attorney fees.

The water-wagon was rented by Cunningham and Smiley, sub-contractors of the Denton Construction Company for work on the Madras Section of The Dalles-California Highway.

T. W. THOMAS
T. W. Thomas

TWT/te

Copy to:

Oregon State Highway Commission
Glens Falls Indemnity Company

ENDORSED:

FILE NO. 3129
FILED DECEMBER 23, 1948
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
JAN 5-1949
FOR FILING

16-1015

2899

Mrs. Lewis
note

January 3, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of December 27 to which was attached three copies of a claim in the amount of $230, filed by T. W. Thomas for rental of a water-wagon against the Denton Construction Company, our Contract No. 2899, for work on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4

NOTED ON CARD
1-3-49 gc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 27, 1948

2891

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 23, 1948, a notice of claim by T. W. Thomas for rental of water-wagon furnished in the sum of $230.00 against the bond taken from The Denton Construction Company, for work on the Madras Section of The Dalles- California Highway in Jefferson County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

12-28-48 gl

RECEIVED
DEC 28 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 28 1948
FOR FILING

16-1115

2899

T. W. THOMAS
CONTRACTOR
ROAD AND HIGHWAY CONSTRUCTION
~~IMPERIAL HOTEL~~
PORTLAND 5, OREGON

Office Address:
10248 N.E.Holladay St.
Portland 16, Oregon

Phone: Kenwood 5353

December 17,1948

Secretary of State
State of Oregon
Salem,
Oregon

TO - The Secretary of State,
State of Oregon :

Notice is hereby given that the undersigned, T. W. Thomas, has a claim for the rental of a water-wagon in the sum of two hundred thirty dollars ($230.00) against the bond taken from The Denton Construction Company by the Glens Falls Indemnity Company for work of State Highway Contract No.2899, for re-grading and surfacing the Madras Section of The Dalles-California Highway in Jefferson County.

Should it be necessary to file suit to collect this amount the undersigned will ask for an additional one hundred fifty dollars ($150.00) for attorney fees.

The water-wagon was rented by Cunningham and Smiley, sub-contractors of tthe Denton Construction Company for work on the Madras Section of The Dalles-California Highway.

T W Thomas
T. W. Thomas

TWT/te

Copy to:
Oregon State Highway Commission ✓
Glens Falls Indemnity Company

RECEIVED
DEC 28 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 20 1948
FOR FILING

16-1015

2899

Mrs. Lewis

December 17, 1948

Prineville Sand and Gravel Company
Prineville
Oregon

Attention: Mr. Arthur A. Hardesty

Gentlemen:

In your letter of December 13 you state that the Denton Construction Company owes you $50 for sand furnished on the bridge they built in Madras. This appears to come under our Contract No. 2899 for work on the Madras Section performed by the Denton Construction Company.

We suggest that you file your claim with the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

If you wish to protect your claim beyond the six months period following completion and acceptance of the job we suggest that you file your claim with the Secretary of State. This job was completed August 5 and accepted by the Highway Commission on November 3, 1948.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

12-17-48 JP

Mrs. Lewis

December 17, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The Prineville Sand and Gravel Company of Prineville, Oregon, in a letter dated December 13, state that the Denton Construction Company left their job owing them $90 for sand furnished for the bridge which the Denton Construction Company built in Madras.

We presume that this comes under our Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

The above information is furnished as your company appears as surety under the contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

12-17-48

RECEIVED
DEC 8 194
FOR FILING

16-1015

2899

Files

Mrs. Lewis
Note on card

December 3, 1945

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 2 to which was attached three copies of a claim filed with your office by the Adler Construction Company against Denton Construction Company in the amount of $1,020.30.

This claim comes under our Contract No. 2899 for work performed on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-3-45 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Contract
2899

December 2, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 1, 1948, a notice of claim by Adler Construction Company for the equipment and all materials and supplies required for proper operation, in the amount of $1,020.30 against the bond taken from Denton Construction Company and the Glens Falls Indemnity Company, surety, for work of constructing the Madras Section of The Dalles-California Highway in Jefferson County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
DEC 3 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]

12-3-48 [illegible]

RECEIVED
JUN 26 1950
FOR FILING

16-1015

2899

[illegible]

June 21, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from the Hon. T. A. Power, Jefferson County Judge, advising that the County's claim in the amount of $165.00 against the Denton Construction Company is still unpaid. Notice of this claim was sent to your office on October 29, 1948, as being in connection with State Highway Commission Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2899.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md 6/20

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
Route 1, Box 967
Beaverton, Oregon

Earl T. Newbry
Secretary of State
Capitol

NOTED ON CARD
6-21-50 gf

Mrs Lewis

RECEIVED
JUN 26 1950
FOR FILING

16-1015

2899

June 21, 1950

Hon. T. A. Power
Jefferson County Judge
Madras, Oregon

Dear Judge Power:

The Hon. Earl T. Newbry, Secretary of State, has forwarded to this office your letter of June 15, 1950, regarding your claim against Denton Construction Company, being in the amount of $165., and representing the balance due Jefferson County for use of county equipment in the performance of state highway work at Madras.

In connection with all state highway contracts, the successful bidder is required to furnish the state a surety bond to guarantee satisfactory completion of the project and payment of claims arising out of the job. Such a bond was furnished by Denton Construction Company in connection with the Madras contract, which incidentally is state highway Contract No. 2899, described as the regrading and surfacing of the Madras Section of The Dalles-California Highway.

The law specifies the procedure to be followed in filing claims against state contracts or against anyother public contract. In the case of a state highway contract, formal claim must be filed with the Secretary of State. This you have already done, according to information received from Mr. Newbry, who states that such filing was made in his office on October 28, 1948, therefore you can hold the bond responsible and liable for the payment of the county's claim. Had the claim not been filed with the Secretary of State, the statute of limitations would apply six months from completion of the project and formal acceptance of the same by the State Highway Commission.

Albert W. Denton, in whose name the contract was actually awarded, has become quite involved in connection with his contracts with the State Highway Commission, and others. There are numerous claims outstanding against him, which, according to our records, still remain unsatisfied. Due to existing circumstances, the State Highway Commission has not settled with Mr. Denton in full for the work performed at Madras, and will not release the funds until satisfactory adjustment has been made of the outstanding claims. Whether or not it would be advisable for the county to institute suit on Mr. Denton's bond to collect the amount of its claim is for the County Court to decide. I would suggest however, that in any event the county again make a demand upon the bonding company to pay this claim. The bond was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4, Oregon, are the local agents. Should you secure no satisfaction by so doing, then it would be necessary for you to resort to the courts, as it is contrary to the policy of the Highway Commission to make payments direct to the claimant unless it is by court order. I am forwarding a copy of your letter to the bonding company for their information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Hon. Earl T. Newbry
Secretary of State
CAPITOL

cc - F. A. Query

NOTED ON CARD
6-21-50 gl

EARL T. NEWBRY

[redacted]
Secretary of State
SALEM, OREGON

June 19, 1950

T. A. Power,
County Judge, Jefferson County
Madras, Oregon

Dear Judge Power:

We have your letter of June 15th, relative to a notice of claim by Jefferson County, against Denton Construction Company, for use of equipment in the sum of $165.00. The claim filed in this office on October 28, 1948.

All contracts, bonds and etc. covering highway construction work are in the custody of the State Highway Commission and we are forwarding your letter of June 15th to Mr. Glaisyer, Secretary of the Oregon State Highway Commission, Salem, Oregon and we believe you will receive a prompt reply from him.

Very truly yours,

Secretary of State

N:FA

cc: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

COPY

RECEIVED
JUN 20 1950
OREGON
STATE HIGHWAY COMMISSION

A. POWER, County Judge
MARION J. SOUTH, Commissioner
F. E. STANGLAND, Commissioner
BOYD OVERHULSE, Dist. Attorney

H. A. DUSSAULT, Sheriff
NELLIE WATTS, County Clerk
ELIZABETH GREEN, Treasurer
WILLIAM BROWNHILL, Assessor
LILLIAN WATTS, Supt. of Schools
W. H. SNOOK, Health Officer

JEFFERSON COUNTY

ounty Court Meets First Wednesday in Each Month

MADRAS, OREGON

Office of County Judge

June 15 , 1950

Earl T. Newbry
Secretary of State
Salem , Oregon

Dear Secretary:

On October 27, 1948 I wrote you in regard to a claim which Jefferson County has against Denton Construction Co. who had a contract with the Oregon State Highway Dept. through Madras.

Mr. Denton used our county equipment to the extent of $165.00 . So far we have been unable to collect this bill.

I am wondering if there is any way of collecting this amount from Mr. Denton. It does not seem possible that the Highway Commission would give a contract to any one without at least guaranteeing incured bills which were contracted while doing work for the state.

I would appreciate a reply at your earliest convenince.

Yours very truly,

T. A. Power, County Judge

P.S.
I wrote to Glen Falls Indemnity Co. Yeon Bldg.Portland.Ore. surity on the bond furnished by Mr.Denton in connection with the job. They never answered any of my letters.

T.A.P.

SECRETARY OF STATE
RECEIVED
JUN 19 1950
EARL T. NEWBRY

[illegible]

6-21-50 gl

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JUN 26 1950
FOR FILING

16-1015
2899

Files
[illegible]

June 21, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of June 19 to which was attached a letter from Jefferson County Judge T. A. Power in which he makes inquiry as to the status of the Jefferson County claim against Denton Construction Company, which claim was previously filed in your office October 28, 1948.

For your information there is attached hereto a carbon copy of our letter to Judge Power and also to the Glens Falls Indemnity Company who furnished the bond on State Highway Contract 2899.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 6/20
Attach.

6-21-50 [illegible]

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 19, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing a letter received today from T. A. Power, county judge of Jefferson County, relative to a notice of claim by Jefferson County, against the Denton Construction Company, in the amount of $165.00, which was received and filed in this office as of October 28, 1948. There is also enclosed a copy of our letter to Judge Power.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

RECEIVED
JUN 20 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
6-20-50

RECEIVED
AUG - 2 1950
FOR FILING

16-1015

2899

Law Offices of
CRANDALL & COKE
Yeon Building
Portland 4, Oregon
April 20, 1950

C
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Y

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company
Contract Nos. 2899 and 2944

Dear Mr. Glaisyer:

We acknowledge receipt of your letter of April 19th in regard to the present status of the accounts on contract Nos. 2899 and 2944 of the Denton Construction Company.

Regarding contract No. 2899, known as the Madras job, we agree with you that the sum of $1,731.83 is the amount due the Glens Falls Indemnity Company as assignee of the contractor, Albert W. Denton doing business under the assumed name and style of Denton Construction Company.

Regarding contract No. 2944, known as the Gardiner job, we agree that the retained percentage on estimate No. 11 was the sum of $7,373.10. We believe you were in error in making the following statement: "certain amounts were earned by the contractor subsequent to apyment of estimate No. 11." If you are referring to the contractor or the Denton Construction Company, we believe that your records will show that any amounts earned on estimate No. 12 were earned and are payable to the surety or the Glens Falls Indemnity Co., the Denton Construction Company having been declared in default prior to this time. We agree that on estimate No. 12, or the semi-final, that the amount earned thereon was the sum of $4,159.28. Regarding the deductions which were arbitrarily made on the amount earned on estimate No. 12, namely, guard rail $481.11, adjustment for cement $40.02 and force account itmm $244.66. These particular items appear, on our present information, to be in order, however, we reserve thr right to deny that the Commission was entitled to make these deductions or any part thereof.

Regarding the arbitrary deduction made in the sum of $3,665.68 for excess engineering, we deny that the Commission had any right to make this deduction. Shortly after we had knowledge of the fact that the Commission had determined to make this deduction for excess engineering costs, we talked with your Mr. Devers, Chief Counsel of the Commission, and advised him that we would contest the same. Will you please, therefore, accept this letter as a notification to the Commission that the undersigned, Glens Falls Indemnity Company,~~h~~as surety, denies the right of the Commission to make this deduction for excess engineering costs.

We will be in Salem within the next several days and will discuss these matters with you.

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

By /s/ John M. Coke
John M. Coke

JMC:mb

April 19, 1950

Mr. John M. Coke
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

Reply is made to your letter of April 14, concerning Denton Construction Company Contracts Nos. 2899 and 2944.

In the third paragraph thereof, you request that the total amount now withheld by the State because of the Government's claim be checked as to accuracy. This check has been made with the following results: The amount owing to the contractor on the Madras job is $1,731.83 as previously stated, and with which amount you advise that you have no dispute. On the Gardiner job, the amount still owing the contractor is the amount mentioned in my previous letter, $7,590.23. This is the amount of the final voucher covering estimates 12 and 13. Ordinarily, estimate No. 12 would have been a semi-final payment, but the amount thereof was too small to voucher, so it was included in estimate No. 13.

According to estimate No. 11, which has been paid, the amount held by the Highway Commission as retained percentage, was $7,373.10. Certain amounts were earned by the contractor subsequent to the payment of estimate No. 11, and had there been no deductions, estimate No. 12, semi-final, would have been paid in the amount of $4,159.28, however, there were a number of deductions: Guard Rail, $481.11; Excess Engineering, $3,665.68; and an adjustment for cement, $40.02. There would have been added, however, the sum of $244.66 under a force account item. The result of the deductions and the force account addition reduced the amount of estimate No. 12, semi-final, to $217.13, which amount, as mentioned above, was too small to pay, so it was included in the final estimate No. 13, making a total of $7,590.23 for that estimate. You can readily see from the above that had it not been for the deductions, the amount payable to contractor as final for the Gardiner job would have been considerably more than the amount of the final voucher as prepared. I hope I have explained the situation to your satisfaction.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:te

CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON
April 14, 1950

C
O
P
Y

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company
Contracts #2899 and 2944

Dear Mr. Glaisyer:

I acknowledge receipt of your letter of March 1st and March 27th regarding the Denton Construction Company jobs No. 2899, known as the The Dalles--California Highway at Madras and No. 2944 designated as the Oregon Coast Highway at Gardiner.

The reason that I have not answered your letters is due to the fact that I have been absent from my office for several weeks, however, I will be in Salem to confer with you some time next week, regarding the matter set forth in your letter of March 1st, namely, our providing the State of Oregon with a bond for the release of monies now retained by the State under the claim of the Internal Revenue Department.

In order to expedite matters, I wish that you would check your records as to the total amount now withheld by the State under the government claim on Denton's Gardiner job, namely, contract No. 2944. In your letter of March 1st you state as follows: "There is still owing to the contractor on the Madras job the sum of $1,731.83 and on the Gardiner job there is owing the sum of $7,590.22, or a total of $9,322.05." We have no dispute with the amount of the retained percentage as stated by you in the sum of $7,590.22,however, according to our records at the time of the government levy there was an additional sum of $7,373.10 which was earned and payable at the time of the levey. The actual amount now withheld by you is probably not the total of these two sums as a portion of the $7,373.10 at the time of the levy was retainage.

As to the Madras job, contract No. 2899, we are in agreement upon the amount of the retained percentage, namely the amount withheld, $1,731.83.

Very truLyyours

/s/ John M. Coke
John M. Coke

JMC:mb
cc: J. M. Devers

[illegible] — est [illegible]

[illegible] — $ 1731.83

#2944 — est. 12 and 13 final
no semi final
$ 7590.23
sent to surety Jan 18

4159.28
244.66
4403.94
4186.81
217.13

Est 12 - too small for voucher -

217.12

7590.23
7373.10
217.13

7373.10 - actual net % on est. #11

4159.28 — on #12 S.F.

S.F. in 2944

ded. — 481.11 [illegible]
ded. 3665.68 Engr
add — F.A. 244.66
ded — cement adj. 40.02

7373.10
4159.28
11532.38
4186.81
7345.57
244.66
7590.23

481.11
3665.68
40.02
4186.81

March 31, 1950

Don Parker, Attorney
State Industrial Accident Commission
BUILDING

Dear Mr. Parker:

Reply is made to your letter of March 28, 1950, regarding your Commission's claims against Denton Construction Company, arising out of State Highway Contracts 2899 and 2944. You advise that you have not received payment from the surety or the contractor in settlement of these accounts, and inquire if the surety will soon make payment to the Industrial Accident Commission, or what course of action is suggested that you take to make it possible for the Accident Commission to receive payments now due.

Both of the contracts to which you refer have been completed and accepted by the State Highway Commission. Contract No. 2899 was completed on August 5, 1948, and was accepted by the State Highway Commission on November 3, 1948. Contract No. 2944 was completed June 30, 1949, and was accepted by the State Highway Commission on August 19, 1949. Final payment in connection with both jobs has not, as yet, been made, due to attachment by the U. S. Government, Internal Revenue Department.

Pursuant to the suggestion of the Highway Commission's Chief Counsel, Mr. J. M. Devers, I wrote Mr. John H. Coke, Attorney for Glens Falls Indemnity Company, surety for the bond furnished in connection with both jobs, in which letter I told Mr. Coke that if the surety would give the state a bond to protect the state against loss in the event the government should prevail in its attachment, the Highway Commission would release to the bonding company the remaining monies earned by the contractor and as yet unpaid, subject to the satisfaction of other outstanding claims. I have not, as yet, received a reply from Mr. Coke, so I do not know if he intends to furnish such a bond, neither do I know when the surety expects to settle the outstanding claims, including those of the Industrial Accident Commission.

My thought is that the bonding company is withholding the settlement of some of the outstanding claims pending receipt from the State Highway Commission of balances due, which incidentally amount to $9,322.05.

This letter, I know, does not give you a great amount of satisfaction. Should you desire further information, I will be glad to discuss the matter with you if you will call at my office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

INDUSTRIAL ACCIDENT
COMMISSION
SALEM, OREGON
March 28, 1950

C
O
P
Y

Firm No. 135861

H. P. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: De~~o~~nton Construction Company

Contract No. 2899 - $ 227.60
Contract No. 2944 - $1,368.70

Dear Mr. Glaisyer:

Information was forwarded to the Highway Commission which was acknowledged by your letters dated January 6, 1949, indicating that the Denton Construction Company owed this Commission for contributions in the above amounts.

Payment has not been received from the surety or the contractor. We would appreciate knowing if the surety will soon make payment to the Commission or what course of action would you suggest this office take to now make it possible for the Commission to receive the payments which are due.

Very truly yours,

/s/ Don Parker

DON PARKER
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

DP:lz

March 27, 1950

Mr. John M. Coke
Attorney-in-fact
Glens Falls Indemnity Co.
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

May I please have a reply to my letter of March 1, 1950, concerning the release of final payment to Denton Construction Company in connection with State Highway Contracts Nos. 2899 and 2944 for highway improvements on The Dalles-California Highway at Madras, and on the Oregon Coast Highway at Gardiner.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

March 1, 1950

Mr. John M. Coke
Attorney for Glenns Falls
  Indemnity Company
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

This letter concerns the release of final payment in connection with the Denton Construction Company's contracts Nos. 2899 and 2944 for highway improvements on The Dalles-California Highway at Madras and on the Oregon Coast Highway at Gardiner. There is still owing to the contractor on the Madras job the sum of $1,731.83, and on the Gardiner job there is owing the sum of $7,590.22, or a total of $9,322.05.

The United States Government has served on the State Highway Commission attachment, seeking to recover or control monies due the contractor on both of these jobs. The balance due the contractor under both of the above mentioned contracts has been payable for some time, but has not been paid because of the attachment. In a communication I have received from Mr. J. M. Devers, the Highway Commission's Chief Counsel, he advises that the Glenns Falls Indemnity Company is ready to give the state a bond to protect the state against loss in the event the Government should prevail in the attachment of the monies due the contractor from the state, and he has suggested that I secure from you such a bond. In conformity with that suggestion, I am now asking you to deliver the bond to me. If and when it is approved as to form and protective clauses, the Internal Revenue Department will be notified and the remaining monies earned by the contractor and as yet unpaid will be released, subject, of course, to satisfaction of other outstanding claims.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NBG:ts

cc - J. M. Devers
     F. A. Query

C
O
P
Y

FEBRUARY 24, 1950

Mr. Hugh Earle,
Collector of Internal Revenue,
Customhouse,
Portland, Oregon

Dear Mr. Earle:

The State, through its Highway Commission, entered into a contract with the Denton Construction Company covering work to be done at Gardiner, whicho contract is identified in our files as No. 2899, and also entered into a contract with the same contractor for work to be done in Madras, which is identified as No. 2944. Those jobs have both been completed and accepted by the State.

The contractor had difficulty in meeting its financial obligations with respect to both contracts, and its bonding company, which is the Glens Falls Indemnity Company, financed both jobs through to completion. Under our law and under the term of the bond, moneys earned by the contractor but not yet paid belong to the bonding company, and the Commission is ready to release those funds.

Our law provides that state highway funds are trust funds and can be used only for the purpose of highway construction, maintenance, etc. The money which the bonding company advanced was used to pay labor and material claims incurred in connection with the performance of the contracts, and therefore the bonding company is entitled to reimbursement.

The United States Government served on the Highway Commission attachments seeking to recover or to get the control of money due the said contractor in connection with said contracts, which attachments were served in connection with the Government's claim against the contractors for, as I am informed, unpaid income tax obligations. I am told, too, that most of the Government's claim, if not all of it, grew out of obligations entirely unrelated to the State's contracts.

The funds due under the State's contracts have been due and payable for some time. The bonding company is demanding that such funds be paid. I have requested the bonding company to furnish the State with a bond to protect the State against loss in the event the Government's claim on these funds is sustained. If such bond is furnished, I shall feel under obligation and shall feel at liberty to advise the Highway Commission to release to the bonding company moneys due under said contracts.

I am writing this letter so that you may be informed with respect to our position or obligation and our liability to our contractor and to the surety company.

With kindest regards, I am

YOURS VERY TRULY

J. M. DEVERS

JMD:PW

cc H. B. Glaisyer
Mr. Coke

Salem, Oregon
February 24, 1950

COPY

Mr. H. B. Glaisyer,

Office.

Dear Mr. Glaisyer:

In connection with the Denton Construction Company contracts, No. 2899 and 2944, and in addition to what I said to you under date of February twenty-first, it is my understanding that there is owing on the Gardiner contract $7,590.22, and on the Madras contract $1,731.83, making a total of $9,322.05.

The bonding company is ready to give the State a bond to protect the State against loss in the event the Government should prevail in its attachment of moneys due the contractor from the State. May I suggest that you write the bonding company, through Mr. Coke, its attorney, and request that such form of bond be furnished. When that bond has been furnished and is approved as to its form and protective clauses, I shall then advise the Internal Revenue Department that the State is proceeding to release all moneys earned by the contractor and as yet unpaid.

Yours very truly,

/s/ J. M. Devers

J. M. DEVERS

JMD:PW

RECEIVED
FEB 27 1950
FOR FILING

16-10 15
2899

2899-2944
Files

February 20, 1950

REFERRED TO
Mrs Lewis
BY SECRETARY
note on card

Mr. J. M. Devers
Chief Counsel

I have before me your letter of February 17, 1950, regarding payments to Denton Construction Company under its contracts with the State Highway Commission, No. 2899 for work at Madras and No. 2944 for work performed at Gardiner.

In the second paragraph of your letter concerning the Gardiner job, you mention an amount earned and unpaid of $7,590.22, which you state includes an item designated as retained percentage. Further on in that paragraph you mention a further sum of money held by the State, amounting to $7,373.10, representing monies earned by the Denton Construction Company before default was entered, and you say that this money has been held because of attachment filed by the U. S. Government.

Your letter indicates to me that you believe there are two sums, namely $7,590.22 and $7,373.10, still payable under the Gardiner contract. I checked with our Accounting Department today and learned that the first mentioned sum, viz: $7,590.22, includes the second sum, viz: $7,373.10, and that the difference, amounting to $217.13, represents an increase due to adjustments in the final figures. Due to the fact that the retained percentage represented by the sum of $7,373.10 is being held because of the attachment, it would not be possible to release to the Bonding Company more than the sum of $217.13, if I interpret your letter correctly. The question still remains whether or not the $217.13 was earned subsequent to the time that the Bonding Company assumed responsibility for the project. I shall continue to hold up payment of the entire sum of $7,590.22 until you advise that it is satisfactory to release it.

The amount stated in the third paragraph of your letter, $1,731.83, as being still due and payable to the contractor under the Madras job, has been checked as correct by the Accounting Department. I will not release this payment until advised by you that it is satisfactory to do so.

NOTED ON CARD
2-20-50

Secretary

HBG:ts

cc - M. H. Hawke (2)
F. A. Query

Mr. Hawke: Please continue to hold up all payments in connection with both contracts mentioned above until further advised by this office.

2859 Madison

[illegible] —	181.54 + ~~Lee~~ 61.55 —	?
Port wire & machine —	1471.71 —	pd ?
W. C. Hausman &	231.00 —	pd
Able Const Co	1020.30 —	not pd
Armco Co	4289.63 —	pd
Jefferson Co —	165.00 —	not pd
S.W.C.C. —	1602.01 —	" "
~~Dud~~ Gee Con. —	227.60 —	" "
Pennell sand & gravel Co —	50.00	not pd.
T. W. Thomas.	230.00	pd
U. S. Coll. of Int Rev. —	10,831.82 —	not pd.
Harrington —	520.00	" "
Jas P. Newton	520 and 2590	" "
A. Taylor —	1022.00	" "
Jas. C. Newton —	9000	" "

Claims against Madison pd
Newton Const Co

160[illegible]

M 10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 17, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Mr. Glaisyer:

Some time ago, in fact, back in September, I had occasion to advise you with respect to the Highway Commission's authority to release moneys under the Denton Construction Company contract on the Gardiner job, which moneys were earned by a subconstractor employed by the Denton Construction Company.

I am now told that the Gardiner job is completed, and that there has been earned and unpaid the sum of $7,590.22, which includes an item designated as retained percentage. As I understand all of the facts, the State is at liberty to release this money and pay it to the Bonding Company, which has assumed responsibility for the completion of the job. There is a further sum of money held by the State, namely, the sum of $7,373.10, which I believe had been earned by the Denton Construction Company before the default was entered. This money has been held because of an attachment filed by the United States Government.

I am going into the question as to the obligation, if any, resting on the Highway Commission to withhold those funds under the attachment. It is my opinion at present that that money can also be released, but I will advise you on this later. At a later date, I will also advise you with respect to the Commission's authority to release and pay to the Bonding Company the sum of $1731.32 which has been earned and unpaid in connection with the Madras job.

I hope to be able to give you full advice soon, but in the meantime, I think you should release the money earned by the Bonding Company's subcontractor, but as yet unpaid.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

ANSWERED
GLAISYER

2-20-50 JC

RECEIVED
AUG 29 1949
FOR FILING

16-10 15

2899

Files

August 18, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Mr. Newbry:

This is to acknowledge receipt of three copies of an amended claim filed with your office by James C. Denton in the amount of $9,000 against the Denton Construction Company, our contract 2899, your file No. 3183.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
8-18-49

7877

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 16, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

Relative to an amended notice of claim by James C. Denton, in the amount of $9,000.00, referred to in our letter of June 14th and your reply of June 15th, we have received no further information from the attorney who forwarded the amended notice.

We have placed the amended notice on file and are forwarding copies for your information.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
AUG 17 1949
OREGON
STATE HIGHWAY COMMISSION

8-17-49, gR

RECEIVED
AUG 29 1949
FOR FILING

16-1015

2879

2879

Mrs Lewis

August 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of an amended claim filed with the Secretary of State by James C. Denton in the amount of $9,000 for salaries, wages and expense moneys against the Denton Construction Company under our contract No. 2879 for regrading, surfacing and other work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is provided as the Glens Falls Indemnity Company appears as surety on Contract 2879.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Mr. John H. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

8-18-49

OPY

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
Cascade Building

ATWATER 9549

520 S. W. 6th Avenue
Portland 4, Oregon

May 31, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

AMENDED CLAIM

Dear Sir:

Notice is hereby given that James C. Denton the undersigned, has a claim for salaries, wages and expense moneys paid by him from his own pocket, in the sum of $9,000.00 against the bond taken from Albert W. Denton, doing business as Denton Construction Company, as principal, and Glens Falls Indemnity Company as surety, for the work of regrading and oil mat surfacing on the Madras Section of The Dalles-California Highway in Jefferson County, contract no. 2899.

James C. Denton

By his attorney in fact

FRANCIS E. HARRINGTON

Francis E. Harrington

To services as construction superintendent at $[illegible].00 per week and for expense moneys and advances made to the company.

feh/bt

cc J M Coke, atty for
Glens Falls Indem. Co.

ENDORSED:
File No. 31[illegible]3
Filed June 2, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 19 1949
FOR FILING

16-1015

2899

August 12, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the State Tax Commission for unpaid withholding taxes in the amounts of $133.34, $314.92 and $993.34, plus penalty and interest.

We are unable to determine accurately just how much of this claim applies to Denton Construction Company's Contracts 2899 and 2944. These two contracts, however, are the only ones which the contractor had in operation with us during the period of this claim.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond furnished in connection with Contracts 2899 and 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. John H. Cohn
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
909 Failing Building
Portland 4, Oregon

NOTED ON CARD

8-12-49

RECEIVED
AUG 31 1949
FOR FILING

16-1015

2899

August 11, 1949

NOTED
H. B. GLAISYER

NOTED
F. QUER

Oregon State Highway Commission
Accounting Division
Salem, Oregon

Attention: Carl F. Smith

Re: Denton Construction Company
Your Contracts No. 2944 and No. 2899

Gentlemen:

I acknowledge receipt of your letter of August 9 together with original vouchers on the above two contracts.

I am enclosing herewith properly executed voucher covering estimate No. 11 on Contract No. 2944 in the sum of $16,766.40.

I am also enclosing herewith properly executed estimate voucher No. 13 on Contract No. 2899 for the sum of $1,731.83. In connection with this same contract, as estimate No. 13 is the final estimate, I am also enclosing herewith an executed final certificate.

Thanking you for your cooperation in this matter, I am,

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

By
Its Attorney

RECEIVED
AUG 12 1949
OREGON
STATE HIGHWAY COMMISSION

lmc rb

enclosures

cc: H. B. Glaysier

RECEIVED
AUG 23 1949
FOR FILING

C O P Y

16-1015

2899

C O P Y

August 9, 1949

John M. Coke, Attorney
c/o Glens Falls Indemnity Company,
1012 Yeon Bldg.,
Portland 4, Oregon.

Dear Sir:

For some little time the Denton Construction Company has had ~~the~~ for signature two estimate vouchers; one for $16,766.40 covering estimate 11 on contract no. 2944; the other for $1,731.83 covering estimate 13 final on contract no.2899, both vouchers being included under the assignment and power of attorney given to you by Mr. Denton.

In view of the fact that tracers to Mr. Denton failed to secure the return of these vouchers properly executed, Mr. H. B. Glaisyer, Secretary of our Commission, has requested me to write up new original vouchers on these two items and mail them to you for signature.

I have accordingly written up new originals and an extra copy in each case for your files and I enclose them herewith for your signature.

Please note that on both vouchers the certificate on the back of the voucher and the assignment form should be signed and the voucher covering the final payment on Contract 2899 also requires the execution of the final release form which is stapled to the vouchers.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By: (signed) Carl F. Smith
Carl F. Smith
Accounting Division

Cfs/rs
encl.
cc H. B. Glaisyer

RECEIVED
AUG 10 1949
FOR FILING
16-11115

2877

August 4, 1949

REGISTERED MAIL

Mr. Albert W. Denton
dba Denton Construction Company
809 Failing Building
Portland 4, Oregon

Dear Sir:

This letter concerns two contracts awarded you by the State Highway Commission for road and bridge construction, viz:

Contract No. 2899 for re-grading, surfacing and bridge construction on the [illegible] Section, The Dalles-California Highway, in Jefferson County;

Contract No. 2944 for grading and bituminous macadam surfacing on the Gardiner Section, Oregon Coast Highway, in Douglas County.

Contract No. 2899 above referred to has been completed for some time. The final voucher in the amount of $1,731.83 was mailed to you on December 6, 1948. It has not been returned.

Contract No. 2944 above referred to was recently completed and State Highway Fund Voucher No. 10324 in the amount of $16,766.40 covering payment for work accomplished during the month ending June 30, 1949, was sent to you on June 23, 1949, to approve and sign. On July 14, 1949, our Claims Supervisor, Mr. Carl F. Smith, wrote to you concerning this voucher and requested its return. We have had no response from you to date.

This letter is notification to the effect that we are preparing duplicate vouchers covering both of the payments described above. Since you have assigned to the Glen Falls Indemnity Company all of your right, title and interest in these two contracts, the vouchers are being prepared in favor of the Glen Falls Indemnity Company pursuant to these assignments and will be mailed to the Glen Falls Indemnity Company, in care of John M. Coke, its attorney-in-fact, 1012 Yeon Building, Portland.

This letter is being sent to you Registered Mail and a copy hereof is being sent to Mr. John M. Coke for his information

HRG:fm

Very truly yours,

Secretary,
OREGON STATE HIGHWAY COMMISSION

cc: Malcolm Hunter (2)
Attn: Carl F. Smith
Floyd Query
John M. Coke, Atty-in-Fact
Glen Falls Indemnity Co., Portland

SEE ATTACHED SHEET

ATTACHED TO COPY OF LETTER TO:

Mr. Albert W. Denton
dba Denton Construction Company
509 Failing Building
Portland 4, Oregon

August 4, 1949

cc: Malcolm Hawke (2)
Attn: Carl F. Smith
Floyd Query
John M. Coke, Atty-in-fact
Glen Falls Indemnity Co., Portland

Mr. Hawke: I have discussed this matter with Mr. Devers and it is his opinion that in view of default of this contractor the duplicate vouchers should be prepared at once and mailed to Mr. Coke for his acceptance. We have assignments covering payments in connection with both contracts, and we have a copy of the Power of Attorney given Mr. Coke by Denton Construction Company in connection with this job. Mr. Devers advises me that these are satisfactory and we can accept vouchers signed by Mr. Coke. All future correspondence with these jobs should be with Mr. Coke as Attorney-in-fact for the surety, and the checks when paid should also be mailed to him in conformance with the provisions of the assignments.

Mr. Coke: I have asked the Chief Accountant to prepare duplicate vouchers covering the above estimates immediately and forward them to you for execution. Since talking to you over the phone I have contacted Mr. Devers, and the procedure outlined is pursuant to his suggestion.

Secretary

NOTED ON [illegible]

FORM E-128 10M 9-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

11-1015

2899

July 29, 1949

COPY

Mr. Hugh H. Earle
Collector of Internal Revenue
Portland, Oregon

Dear Mr. Earle:

There has been served on the State another Notice of Levy in connection with the Government's claim against the Albert W. Denton Construction Company.

The State is withholding from the Albert W. Denton Construction Company funds earned under contract No. 2944 and contract No. 2899 certain funds which have been earned in connection with the contracts but as yet unpaid.

I am enclosing a copy of a letter which I have written today to the Denton Construction Company and its surety relative to this matter. I have advised the Commission to withhold from the Denton Construction Company and its surety funds now in the custody of the Commission until this matter has been disposed of or until, as a result of further developments, I can justify some different adivce.

I wish we could get this controversy disposed of for I am not right certain about the Commission's lawful authority to withhold these funds. Any help you can give me will be appreciated.

Very truly yours,

J. M. Devers

JMD:NH

cc - Mr. Paul Lynch
Denton Construction Company
Glens Falls Indemnity Company
H. B. Glaisyer

Original filed in State Job File 10-1123 Contract # 2944

RECEIVED
AUG 3 1949
FOR FILING

16-1015

2899

C O P Y

Salem, Oregon
July 22, 1949

Mr. J. M. Devers
Chief Counsel

With reference to the amounts retained and the amounts remaining to be paid to Albert W. Denton Construction Co. in connection with that companys contracts No. 2944 for the Gardiner Section and No. 2899 for the Madras Section, we offer the following information:

Contract No. 2944. Gardiner Section:

Percentage retention on work paid for	$ 7,373.10
Earned but not paid for (Approximate)	4,000.00
Total unpaid balance (Approximate)	$11,373.10

(Above amounts are approximate for reason that compilation of final estimate is not yet completed.

Contract No. 2899. Madras Section:

Percentage retention on work paid for	$ 1,731.83
Earned but not paid for	0.00
Total unpaid balance	$ 1,731.83

In accordance with your instructions, we will withhold further payments to the Denton Construction Co. until settlement is reached in the claim made by the Internal Revenue Department for income tax payments withheld from employees by the contractor but not turned over to Revenue Department.

R. H. Baldock

SHP:gs

Original filed in State Job File 10-1123 Contract #2944

3-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 20, 1949

COPY

Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Mr. Baldock:

I have received another notice of levy by the Internal Revenue Department seeking to attach funds due the Albert W. Denton Construction Company.

I note in your letter of the 11th that only 7½% of the money earned under the contract is being retained, and according to your letter, the 7½% equals $7,373.10. The above amount retained will not take care of the Government's claim, and I don't know just what the outcome is going to be. I am preparing to write to the Insurance Company and call its attention again to this situation in order to see if any agreement or solution can be developed, but I urgently recommend that all moneys now earned or to be earned be held.

Yours very truly,

/s/ J. M. Devers

J. M. DEVERS

JMD:FRC

Original filed in State Job File 10-1123 Contract #2944

RECEIVED
FOR FILING
16-1015
2899

July 22, 1949

Mr. M. H. Hawks
Chief Accountant

This note is to confirm telephonic information given Mr. Carl F. Smith yesterday, concerning future payments to Albert W. Denton in connection with his contracts, No. 2899 for the construction of the Madras Section of The Dalles-California Highway, and Contract No. 2944 for construction of the Gardiner Section of the Oregon Coast Highway. Notwithstanding the assignment of funds due Mr. Denton in connection with these jobs to the surety on the bond furnished by him in each instance, you will please withhold all future payments in connection with both jobs until further notified by this office. The vouchers may be sent out to the contractor for execution, but please do not send them to the Secretary of State for the warrant until advised.

Incidentally, this new request is at the instance of the Highway Commission's Chief Counsel, Mr. J. M. Devers, and is occasioned by the many outstanding claims against both jobs, including claims of the U. S. Internal Revenue Collector. Thanks for your attention.

Secretary

HEG:te

cc - Carl F. Smith
Amanda Wicklander
F. A. Query

NOTED ON CARD

RECEIVED
AUG 3 1949
FOR FILING

16-1015

2899

Form E-103X 6M Revised 12-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 1, 1949

Mr. John M. Coke, Attorney
Yeon Building
Portland, Oregon

Dear Mr. Coke.

I received a carbon copy of your letter addressed to the Oregon State Highway Commission and directed to the attention of Mr. Glaisyer, the Commission's Secretary, concerning State Contracts Nos. 2899 and 2944 between the Denton Construction Company and the State.

This problem is a troublesome one. Personally, I think that the Glens Falls Indemnity Company is entitled to the money earned and to be earned under those contracts under the circumstances which attend the contracts, but my problem is to know how to protect the State. If it should be determined that the Government's claim supersedes the interest of the assignee, and the State were to release the money, we would be in an embarrassing situation.

It may be that some arrangement can be worked out between the Government, the Bonding Company and the State, whereby the State will be permitted to release these moneys so that labor and material claims will be paid, and the Bonding Company, in connection with that transaction obligates itself to refund the amount of the Government's claim in the event that by Court order or other decision it be established that the moneys earned under the contract should have been paid to the Government pursuant to its lien.

I would like to know what you tink of the idea, and if you don't approve the suggestion, have you any other suggestion to offer which will afford protection to the Highway Commission in the event the moneys are released.

Yours very truly,

JMD:FRC

J. M. DEVERS

cc- Mr. H. B. Glaisyer

Originals filed in State Job File 10-1123 Contract # 2944.

ern Crandall

Law Offices of
Crandall & Coke
Yeon Building
Portland 4, Oregon

John M. Coke

June 28, 1949

C
O
P
Y

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaysier, Secretary

Re: Denton Construction Company
State Contracts No. 2899 and 2944

Gentlemen:

Mr. Devers forwarded this office copy of letter dated June 24, 1949, addressed to Hugh H. Earle, Collector of Internal Revenue, together with a copy of a letter to Mr. Baldock in connection with the above two highway jobs. In the letter to Mr. Baldock it is stated as follows:

> "I advised that the second contract had been completed, accepted by the State, and a voucher covering the amount of the final payment; namely the sum of $1,731.83 had been sent out to the contractor for signature."

Apparently Mr. Devers is referring to the final payment on Contract No. 2899 which is known as The Dalles, California-Madras Highway Job. As your file will show the contractor, Albert W. Denton, as of October 2, 1948 made an assignment to the undersigned, the Glens Falls Indemnity Company, of any funds forthcoming from the State on this job. Therefore if any vouchers and payments are to be made they should be forwarded to the undersigned assignee in care of this office.

As your file will further show, on Contract No. 2944 known as the Douglas County-Gardiner Job, a similar assignment was entered into by Albert W. Denton. Your file will also show that the Denton Construction Company was officially declared in

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default on this job and subsequently we as the bonding company entered into a subcontract with Harr & Horton for the completion. Several days ago the Gardiner Job was conpleted and accepted by the State Engineers. It is our opinion that after the State Highway Commission has once declared the contractor in default and the bonding company takes over that thereafter any payments or transactions should be in the name of the bonding company. Otherwise it creates an impossible and awkward situation when your records subsequent to the default are still kept in thename of the original contractor, particularly in this case when the original contractor is not now available for the execution of any of the necessary documents.

The writer expects to be in Salem some time this week and would be pleased to discuss this matter with yourself and Mr. Devers.

Very truly yours,

/S/ John M. Coke

John M. Coke

jmc rb

cc J. M. Devers
Chief Counsel
State Highway Commission

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 24, 1949

C
O
P
Y

Honorable High H. Earle
Collector of Internal Revenue
Portland, Oregon

Dear Sir:

There has just been served on the Commission under date of June 22, 1949, a Notice of Levy with respect to a debt which it appears the Denton Construction Company owes the Government and which debt is in the sum of $4,806.16 and grows out of monies witheld by the contractor but not remitted to the Government.

I am enclosing a copy of the letter I have this day addressed to Mr. Baldock, the Chief Engineer, and I call your attention to my letter addressed to you under date of February 7, 1949, which letter was prompted by service on the Commission of a Notice of Levy involving the sum of $10,831.82.

Since the first notice was served I have received no information as to whether any part of the money claimed in that Notice of Levy has been paid and I would like to know now whether or not this last Notice of Levy cowering the sum of $4,806.16 represents the total amount due from the Denton Construction Company.

There is another question I would like to be informed on and that is, is the amount of money called for in this second or last notice of money due in connection with the contract which is still underway and not yet completed; namely Contract 2944?

The Highway Commission is anxious to meet its obligation to the Government but is uncertain with respect to the priority of the Government's claim as against the surety company, which holds an assignment which ant antedates the Notice of Levy. If this last levy in the sum of $4,806.16 is for a claim growing out of the pending contract I shall give serious consideration to advising the Commission to withhold that amount from both the contractor and his surety pending a determination as to the prior rights of the Government.

Such information or advise as you are at liberty to give will be appreciated.

Very truly yours,

J. M. DEVERS

CC: Glens Falls Indemnity Co.
Mr. Paul Lynch
Mr. R. H. Baldock
Mr. H. B. Glaisyer
Mr. M. H. Hawke

JMD:NH

Originals filed in State Job file 10-1123 Contract # 2944.

COPY

June 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

The Denton Construction Company entered into a contract with the State covering some work at or near Gardiner. The number of the contract, I believe, is 2944. It appears that the United States Government has a claim against the Denton Construction Company in the sum of $4,806.16 which grew out of withholding tax which it appears the contractor has not paid to the Government. I am advised, but have not verified the information, that the Government's claim grew out of and is related to a different contract than the one now under consideration. I believe our record shows that the Denton Construction Company has defaulted in the performance of its contract and the work is now being supervised and conducted by the Glens Falls Indemnity Company, surety for the Denton Construction Company. Under normal conditions all monies due or earned under the job would be payable to the Glens Falls Indemnity Company since it, as surety, is trying to make good the default of its principal, the Denton Construction Company.

Quite some time ago the Collector of Internal Revenue caused to be served on the Highway Commission a Notice of Levy, which Notice was dated February 4, 1949, and called for the payment of $10,831.82. In response to that Notice of Levy I addressed a letter to Mr. Hugh H. Earle, Collector of Internal Revenue, under date of February 7, 1949, in which letter I advised the Collector that the Denton Construction Company had entered into three contracts with the State, identified as Contracts 2888, 2899, and 2944. I advised also that the first contract had been completed by the contractor, accepted by the State, and final payment had been made. I advised that the second contract had been completed, accepted by the State, and a voucher covering the amount of the final payment; namely the sum of $1,731.83 had been sent out to the contractor for signature. I advised that contract 2944 at that time was uncompleted.

I also advised the Collector in that letter that the Denton Construction Company had earned under said unfinished contract as of November 10, 1948, a total sum of $82,044.50, on which amount there had been paid $74,671.41, and at that time there was a balance due

Originals filed in State Job File 10-1123 Contract #2944

COPY

the contractor in the sum of $7,373.10.

I also advised at that time that prior to the date upon which the Notice of Levy had been served the contractor had assigned to the Glens Falls Indemnity Company all monies earned or to be earned under the last two contracts.

What has been done with respect to payment by the contractor or by his surety on the Government's claim I do not know, but I wish to adivse that a Notice of Levy dated June 22, 1949, has been served on the State Highway Commission by the Collector of Internal Revenue advising that the Denton Construction Company is indebted to the Government in the sum of $4,806.16.

The Purpose of this letter is to call to your attention these facts and to advise that a copy of this letter has been mailed to the Denton Construction Company, the Glens Falls Indemnity Company, Honorable High H. Earle, Collector of Internal Revenue, and to Mr. Paul Lynch, the Internal Revenue Collector located in room 207, Post Office Building, Salem, Oregon. A copy has likewise been sent to Mr. Hawke, the Commission's Auditor, and Mr. Glaisyer, the Commission's Secretary.

In my letter to Mr. Earle I have asked for information concerning the earlier Notice of Levy in which a larger amount was involved and have also asked for information as to the total amount now due from the Denton Construction Company, and have asked to be advised with respect to the contracts out of which this debt has grown. I need this information a so that I may properly advise the Commission for I do not want the Commission to be in a position of having disregarded these notices if the Commission is under obligation to withhold from the State's contractor monies earned under the unfinished contract.

I shall advise you further later.

Very truly yours.

J. M. DEVERS

JMD:NH

cc - Mr. High H. Earle
Glens Falls Indemnity Company
Mr. Paul Lynch
Mr. H. B. Glaisyer
Mr. M. H. Hawke

RECEIVED
MAY 26 1949
FOR FILING

16-1015

2899

Cross Referenced To:
10-1123

2944

May 25, 1949

Mr. Francis E. Harrington
520 Southwest 6th Avenue
Portland 4, Oregon

Dear Sir:

As requested in your letter of May 20 addressed to the Honorable Earl T. Newbry, Secretary of State, we are enclosing herewith two certified copies of Contracts 2899 and 2944 with Denton Construction Company for work on The Dalles-California Highway near Madras and on the Gardiner Section of the Oregon Coast Highway.

We trust that this information will fill your needs.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

cc - Earl T. Newbry
Secretary of State

10-1123
16-1015

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 23, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We are enclosing a letter from Francis E. Harrington, attorney, for J. C. Denton, relative to a claim against the Denton Construction Company and requesting copies of the bonds covering the contract.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

REFERRED TO Geary
BY SECRETARY

send certified copy of each.
Require affidavit as
required by Law.

HBG

RECEIVED
MAY 24 1949
OREGON
STATE HIGHWAY COMMISSION

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
CASCADE BUILDING

[redacted]
ATWATER 9549

520 S. W. 6TH AVENUE
PORTLAND 4, OREGON

May 20, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Albert W. Denton, doing business as Denton Construction Company

Dear Sir:

I represent Mr. J. C. Denton in a claim against Albert W. Denton for salary and wages, and also expense moneys, arising out of work performed for the Denton Construction Company, of which Albert W. Denton is the owner.

The company held contracts with the State Highway Department on the following jobs:

Ashland, Oregon. Job No. 2888 Water Street - Oak Street

Madras, Oregon. Job No. 2899. Dalles - California Highway

Gardiner, Oregon. Job No. 2944. Road construction, Highway No. 101

The last two of these jobs were defaulted and the bonding company, Glens Falls Indemnity Company, has been notified of the claim but has refused to approve it to date.

Your courtesy in forwarding to me copies of the bonds filed in connection with Jobs 2899 and 2944 will be appreciated. It appears that litigation will be necessary to establish the claim against the bonds and I need copies for evidence in court.

Very truly yours,
Francis E Harrington
Francis E. Harrington

feh/bt
cc J C Denton

RECEIVED
APR 20 1949
FOR FILING
16-1015
2899

Mrs Lewis

April 18, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of two amended notices of claim filed with your office by James P. Denton against the Denton Construction Company. These amended notices are in the amounts of $520.00 and $2,590.00 and bear your file No. 3124.

This is in connection with our Contract 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

FILED ON CARD
4-18-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

7899

April 4, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Sir;

We have received from Francis E. Harrington and filed as of this date two amended notices of claim by James P. Denton, against Denton Construction Company.

Three copies of each are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

RECEIVED
STATE HIGHWAY COMMISSION

NOTED ON CARD
4-6-49

RECEIVED
APR 20 1949
FOR FILING

16-1015

2899

Mrs Lewis

April 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto are two amended notices of claim filed with the Secretary of State by James F. Denton against the Denton Construction Company. These claims are in the amounts of $880.00 and $2,990.00 for truck rental furnished to the contractor.

This is in connection with our Contract 2899 with the Denton Construction Company for work on the Madras Section of The Dalles-California Highway in Jefferson County. This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
11-18-49 g.c.

COPY

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
Cascade Building

520 S. W. 6th Avenue
Portland 4, Oregon

ATWATER 9549

April 1, 1949

AMENDED CLAIM

Oregon State Highway Commission
Salem, Oregon

Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
C/o Jewett, Barton, Leavy & Kern
Lewis Building, Portland, Oregon

Glens Falls Indemnity Company
C/o John M. Coke, Attorney
Yeon Building, Portland, Oregon

Notice is hereby given that James P. Denton, Route 1, Beaverton, Oregon, has a claim for materials and equipment furnished, consisting of the services of one Dodge dump truck (truck rental) in the sum of $2,590.00 against the bond taken from Albert W. Denton, doing business as Denton Construction Company, as principal, Albert A. Asbahr as principal and/or surety, and Glens Falls Indemnity Company (Glens Falls Insurance Company) as surety for the work of Road Construction, 101 Coast Highway, Douglas County, Oregon, Job No. 2944.

James P. Denton

By FRANCIS E. HARRINGTON
Francis E. Harrington
Attorney in fact for James P. Denton

Denton Construction Company
to
James P. Denton,
Dr.

TO: Truck rental at $300.00 per month
November 20, 21, and 22, 1947
November 26, 1947 to March 19, 1948
May 24, 1948 to October 16, 1948
8 months, 19 days $2,590.00

feh/bt
cc A A Asbahr

ENDORSED:
File No. 3124
Filed April 4, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 8 1949
FOR FILING
FORM 8-DOX 10M 10-46

16-1015

2899

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1949

SUBJECT:

To:

Mr. M. M. Hawks

TED
ate Highway Engineer

Albert W. Denton, dba Denton Construction Company, has two contracts with the State Highway Commission of which final payment has not yet been made. They are Contract No. 2899 for construction of the Madras Section of The Dalles-California Highway; and Contract No. 2944 on the Oregon Coast Highway at Gardiner.

Numerous claims have been filed against both jobs. Legal features are involved. Because of these, and at the suggestion of the Commission's Chief Counsel, Mr. J. M. Devers, please withhold all further payments in connection with both jobs, regardless of the fact that they may be assigned to the surety, until further advised by me.

Secretary

cc: R. H. Baldock ✓
J. M. Devers
Mr. John M. Coke
1012 Yeon Bldg.
Portland, Oregon

[illegible]
(Surety) [illegible]
[illegible]
Sec! State [illegible]
[illegible]

RECEIVED
APR 18 [illegible]
FOR FILING

16-1015

2899

2899

(ref [illegible]) Mr. Lewis

April 5, 1949

Mr. Francis E. Harrington
Attorney
520 Southwest Sixth Avenue
Portland 4, Oregon

Dear Sir:

We have received an amended claim from your office filed by James P. Denton against the Denton Construction Company for truck rental in the amount of $520 against the Denton Construction Company for work performed on our Contract No. 2899, being the Madras Section of The Dalles-California Highway in Jefferson County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible] ON [illegible]
4-5-49

2899

Mr. Lewis

April 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received an amended claim filed by James P. Denton against the Denton Construction Company in the amount of $520 for truck rental furnished on Contract 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

This amended claim was filed with this office for James P. Denton by Francis E. Harrington, Attorney, whose address is 520 Southwest Sixth Avenue, Portland 4. Details of the claim show that it is for truck rental at $300 per month from September 8, 1947, to November 1, 1947; total of 1 month and 22 days.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2899.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

4-5-49

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
CASCADE BUILDING
ATWATER 9549

520 S. W. 6TH AVENUE
PORTLAND 4, OREGON

Query
[illegible]

March 31, 1949

AMENDED CLAIM

2879

Oregon State Highway Commission
Salem, Oregon

Secretary of State
Salem, Oregon

Glens Falls Insurance Company
C/o Jewett, Barton, Leavy & Kern
Lewis Building, Portland, Oregon

Glens Falls Insurance Company
C/o John M. Coke, Attorney
Yeon Building, Portland, Oregon

Notice is hereby given that James P. Denton, Route 1, Beaverton, Oregon, has a claim for materials and equipment furnished, consisting of the services of one Dodge dump truck (truck rental) in the sum of $520.00 against the bond taken from Albert W. Denton doing business as Denton Construction Company, as principal, Albert A. Asbahr as principal and/or surety, and Glens Falls Insurance Company (Glens Falls Indemnity Company) as surety for the work of Grading and Oil Mat Surfacing on The Dalles - California Highway, Madras, Oregon, Job No. 2899.

James P. Denton

By Francis E Harrington
Francis E. Harrington
Attorney in fact for
James P. Denton

RECEIVED
STATE HIGHWAY COMMISSION

Denton Construction Company
to
James P. Denton,
Dr.

To truck rental @ $300.00 Per Month
September 8, 1947 to November 1, 1947, Inc.

1 month, 22 days $520.00

feh/bt
cc A A Asbahr

RECEIVED
FEB 23
FOR FILING

2899

Mrs. Lewis
note on card

February 15, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us yesterday from the Secretary of State. This claim, in the amount of $277.60, was filed with their office by the State Industrial Accident Commission against the Denton Construction Company for unpaid contributions incurred in the work on our Contract No. 2899, being the Madras Section of The Dalles-California Highway in Jefferson County.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
2-15-49

State Industrial Accident Commission
Salem, Oregon

C O P Y

Form 69 10M 6-42

January 5, 1949

Firm No. 135861

State Highway Commission
Attention: H. B. Glaisyer, Secretary
Salem, Oregon

Earl T. Newbry
Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
c/o John M. Coke, Attorney
Yeon Building
Portland, Oregon

Gentlemen:

Re: State Industrial Accident Commission
vs. Albert Denton, dba Denton Construction
Company

Enclosed herewith is an itemized statement for $227.60, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 2899, Madras Section of The Dalles-California Highway, Albert Denton, Contractor.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:kv
Enc.

Registered

ENDORSED:
File No. 3146
Filed January 6, 1949
Earl T. Newbry, Secretary of State

State of Oregon
Industrial Accident Commission
Fiscal Control Divison
Salem, Oregon

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE
THE INDUSTRIAL ACCIDENT FUND

135861
Firm Number
The Denton Construction Co.

Period Covered			As Audited						Balance	
Mo.	Yr.	Class of Payroll	Base Rate	Exp. Rate	Amt. of Payroll	Emp. Cont.	Work Cont.	Int.	Debit	Cr.
3 & 4	48	No Payroll								
5	"	Road Construction	4.50	Base	2076.64	93.45	1.46	6.64	101.55	
6	"	"	"	"	1583.71	71.27	1.03	4.34	76.64	
7	"	"	4.00		1153.89	46.16	.90	2.35	49.41	
			Totals		210.88	3.39	13.33		227.60	

State Highway Contract #2899
Regrading & Surfacing Madras Section
The Dalles-California Highway in
Jefferson County

Prepared By L. Hill 1-3, 19 49

Total 227.60

ENDORSED:
File No. 3146
Filed January 6, 1949
Earl T. Newbry, Secretary of State

Mrs. Lewis
note on card

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3146, in the amount of $227.60 filed with your office by the State Industrial Accident Commission for unpaid contributions against the Denton Construction Company for work on the Madras Section of The Dalles-California Highway in Jefferson County, our Contract No. 2899.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

2-15-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 10, 1949

2899

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed, file no. 3146, the notice of claim by State Industrial Accident Commission for unpaid contributions due in the sum of $227.60 against the bond taken from Albert Denton, Contractor, dba Denton Construction Co., for regrading and surfacing Madras Section of The Dalles California Highway in Jefferson County.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

2-10-49

RECEIVED
DEC 7 1948
FOR FILING

16-10.15

2899

December 7, 1948

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

This is to advise you that State Highway Contract No. 2899 for work on the Madras Section of the The Dalles-California Highway in Jefferson County, has been completed by the contractor, Albert W. Denton, and that final payment in the amount of $1,731.83 will be made on or after December 17, 1948.

There have been numerous claims filed against this contract of which you have been previously notified.

For your information we wish to advise that the total contract amount is $58,490.83, and that no force account work was performed therein. This contract was completed August 5, 1948 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Glens Falls Indemnity Co.
Glens Falls, New York

Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
12-7-48, gf

RECEIVED
DEC 5 1948
FOR FILING
16-10 15
2877

Files

Mr. Lewis
note on card

December 3, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim was filed with them by the Adler Construction Company for equipment, materials, and supplies furnished the Denton Construction Company in the amount of $1,020.30 under our Contract No. 2899 for work performed on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-3-48

Phone ALder 3450

ADLER CONSTRUCTION CO.
GENERAL CONTRACTORS
3416 West Smith Street
P. O. Box 1917
Seattle 11, Washington

Address reply to:
Lytle Building
Madras, Oregon
November 27, 1948

Secretary of State
State Of Oregon
Salem, Oregon

Dear Sir: Re: Claim against State Contract No. 2899

Notice is hereby given that the undersigned Adler Construction Co., Lytle Building, Madras, Oregon has a claim for the rental of one Gallion heavy duty motor grader on the fully operated basis and for the rental of one water tank truck complete with pumps and spray bar on the fully operated basis, all labor for the operation of the equipment and all materials and supplies required for the proper operation of the equipment which were furnished on the contract between the dates of July 27, 1948 and August 6, 1948, inclusive in the sum of $1,020.30 against the bond taken from the Denton Construction Co. and the Glens Falls Indemnity Company, their surety, for the work of constructing the Madras section of The Dalles-California Highway in Jefferson County under Oregon State Highway Commission Contract No. 2899.

The above claim is filed against the public contract aforementioned as per the laws of the State of Oregon.

Please advise whether additional action is necessary and address all correspondence to us at Lytle Building, Madras, Oregon.

Very truly yours,

ADLER CONSTRUCTION CO.

Harold C. Adler

hca/va
reg-mail

Endorsed:
File No. 3120
Filed December 1, 1948
Earl T. Newbry, Secretary of State

OFFICIAL COP

RECEIVED
NOV 30 1948
FOR FILING

16-1015

2899

November 30, 1948

Denton Construction Company
509 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of five days, from August 1 to August 5, 1948, within which to complete your contract No. 2899 covering the Madras Section of The Dalles-California Highway in Jefferson County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
[redacted]

gl

cc: Wm. E. Chandler,
Division Engineer

N. G. Smith

NOTED ON CARD

11-30-48

C O P Y

November 23, 1948

Glenn Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission has today received notice pf the clai of the Oregon State Unemployment Compensation Commission, in the amount of $1,602.01, against Albert W. Denton in connection with Mr. Denton's contract with the State Highway Commission, No. 2899, for regrading and surfacing the Madras Section of The Dalles-California Highway, in Jefferson County.

This information is being given you since the Glens Falls Indemnity Company appears as surety on the bond furnished by Mr. Denton in connection with this project.

Respectfully yours,

Secretary.
OREGON STATE HIGHWAY COMMISSION.

HBG:eo

cc --Mr. Floyd Query

Denton Construction Co.
509 Failing Building
Portland 4, Oregon.

Roy F. Owen Co.
320 Spalding Building
Portland 4, Oregon.

Referred to
Query-Mrs. Lewis
Note on cards.

Noted on card
11-23-48 GL.

C O P Y

November 23, 1948

Mr. Claude M. Johns
Assistant Attorney General
State Unemployment Compensation Commission
550 Marion Street
Salem, Oregon.

Dear Mr. Johns:

In your letter of November 19, 1948, you advise the State Highway Commission of claims of the State Unemployment Compensation Commission against two state highway contractors--Albert W. Denton, in connection with State Highway Contract No. 2899, amount of claim, $1602.01 and J. S. Morris Company, in connection with Contract No. 2985, amount of claim $135.00

In connection with all state Highway contracts the State Highway Commission requires the successful bidders to furnish performance bonds to guarantee satisfactory completion of the projects and the protection of claims incurred in connection with the projects.

Such a bond was filed by Albert W. Denton in connection with State Highway Contract No. 2899, described described as regrading and surfacing the Madras Section of The Dalles-California Highway, in Jefferson County. The bond was written by the Glen Falls Indemnity Company, for whom Jewett, Barton Levy and Kern are local agents with offices in the Lewis Building, Portland 4, Oregon. Roy F. Owen Company, 320 Spalding Building, Portland 4, Oregon is the adjuster for the Glens Falls Indemnity Company in handling claims that are filed against Mr. Denton's work.

In connection with J. S. Morris Company's Contract No. 2985 which covers the painting of the Coos Bay Bridge on the Oregon Coast Highway in Coos County, the bond was written by the St. Paul Mercury Indemnity Company for whom W. C. Williams is local agent with offices in Room 1012, Failing Building, Portland 4, Oregon.

Pursuant to our usual practice, I am bring your claims to the attention of the respective bonding companies for their information. I am also making note of them in our records for future reference.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

Noted on Card
11-23-48

RECEIVED
NOV - 9 1948
FOR FILING

16-1015

#2899

November 8, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received from the Secretary of State's office and filed with that office by W. C. Bauman Company in the amount of $231 for rental furnished the Denton Construction Company for work performed on the Madras Section of The Dalles-California Highway in Jefferson County, our Contract No. 2899.

This information is furnished to you as your company appears as surety under the above contract.

Yours very truly,

[redacted]

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

REFERRED TO Mr Lewis
BY SECRETARY

note on card

NOTED ON CARD

[illegible]

November 8, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of November 3 to which were attached three copies of a claim filed by W. C. Bauman Company in the amount of $231 against the Denton Construction Company for work performed by them on the Madras Section of The Dalles-California Highway in Jefferson County.

This is our Contract No. 2899 and your file No. 3113.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

11-8-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 3, 1948

Oregon State Highway Commission

Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

Enclosed are three copies of a notice of claim by W. C. Bauman Company, for cat rental furnished in the sum of $231.00, against the bond taken from Denton Construction Company, principal and Glens Falls Indemnity Company, surety for the regrading and surfacing on the Madras section of the Dalles-California highway in Jefferson County, state highway contract #2899.

The notice was received and filed today, our file No. 3113.

Kindly acknowledge receipt of the copies for our records

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

REFERRED TO Query
BY SECRETARY

prepare usual letters
#585

NOTED ON CARD
11-5-48 g.

RECEIVED
NOV 5 1948
OREGON
STATE HIGHWAY COMMISSION

W. C. BAUMAN CO.

CONTRACTORS

Route 6 Box 1252-B

Cherry 1178
Portland 1, Oregon

October 29, 1948

To the Secretary of State
Salem, Oregon.

Notice is hereby given that the undersigned W. C. Bauman Co. has a claim for Cat rental for road work in the sum of $231.00 against the bond taken from Denton Construction Co. and/or Cunningham and Smiley (Sub-contractors). The bond was furnished by Glens Falls Indemnity Company and covered the regrading and surfacing on the Madras Section of the Dalles-California Highway, in Jefferson County under State Highway Contract No. 2899.

Please acknowledge this notice.

Yours truly,

W. C. Bauman Co.

EDWARD DRAKE

Manager

Endorsed: File No. 3113
Filed November 4, 1948
Earl T. Newbry, Secretary of State

RECEIVED
NOV - 1 1948
FOR FILING
16-1015
2899

Files

October 29, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of October 28 to which was attached three copies of a claim in the amount of $165, your file No. 3112, filed by Jefferson County against the Denton Construction Company.

It appears that this claim is against Contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
10-29-48 g C

October 29, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim in the amount of $165. This claim has been filed by Jefferson County with the Secretary of State against the Denton Construction Company for work performed on Contract No. 2899, being the Madras Section of The Dalles-California Highway in Jefferson County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
909 Failing Building
Portland 4, Oregon

NOTED ON CARD

10-29-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 28, 1948

Oregon State Highway Commission

Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

Enclosed are three copies of a notice of claim by Jefferson County, for equipment and labor furnished in the sum of $165.00, against the bond taken from Denton Construction, principal, for work on the street a Madras, Oregon.

The notice was received and filed today, our file No. 3112.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

REFERRED TO
BY SECRETARY

RECEIVED
OCT 29 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]

COPY

T. A. POWER, County Judge
MARION J. SOUTH, Commissioner
F. E. STANGLAND, Commissioner
BOYD OVERHULSE, Dist. Attorney

JEFFERSON COUNTY

H. A. DUSSAULT, Sheriff
NELLIE WATTS, County Clerk
ELIZABETH GREEN, Treasurer
WILLIAM BROWNHILL, Assessor
LILLIAN WATTS, Supt. of Schools
W. H. SNOOK, Health Officer

ounty Court Meets First Wednesday in Each Month

MADRAS, OREGON

October 27, 1948

Office of County Judge

John M. Coke, Attorney
Glen Falls Indemnity Co.
Yeon Bldg.,
Portland 4, Oregon.

Earl T. Newbry, Sec; of State
Salem, Oregon

Gentlemen:

I herewith present a claim against Denton Construction for equipment and labor done on the street at Madras, Ore.

September/ 16	1947	- Shovel & Operator 6 hours @ $8.00	$48.00
" 4,	"	- Austin-Western Grader 6 hours @ $6.00,	36.00
" 5,	"	" " " 8 " @ $6.00	48.00
" 4	"	Adams Grader & man 3½hrs. @ $8.00	28.00
August	"	Water used in construction	5.00
		Amount due Jefferson County	$165.00

T. A. POWER

T. A. Power, County Judge.

Please make check payable to Jefferson County

Endorsed: File No. 3112
Filed October 28, 1948
Earl T. Newbry, Secretary of State

RECEIVED
OCT 28 1948
FOR FILING

16-1015

2899

Files

October 26, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim filed with the Secretary of State by the Armco Drainage and Metal Products, Inc., in the amount of $4,009 for sewer pipe furnished to the Denton Construction Company in connection with their contract No. 2899 for work on the Madras Section of The Dalles-California Highway in Jefferson County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

October 26, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of October 22 to which was attached three copies of a claim filed with your office by the Armco Drainage and Metal Products, Inc., for sewer pipe in the amount of $4,009, against Denton Construction Company, Contract No. 2899 for materials furnished on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

10-2 [illegible]

October 26, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of October 22 to which was attached three copies of a claim filed with your office by the Armco Drainage and Metal Products, Inc., for sewer pipe in the amount of $4,009, against Denton Construction Company, Contract No. 2899 for materials furnished on the Madras Section of The Dalles-California Highway in Jefferson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

10-28-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 22, 1948

Oregon State Highway Commission

Salem, Oregon

Gentlemen; Attention Mr. H. B. Glaisyer

Enclosed are three copies of a notice of claim by Armco Drainage and Metal Products, Inc., for concrete sewer pipe furnished in the sum of $4,009.00, together with interest at six per cent annum from July 1, 1947, against the bond taken from Denton Construction Company, principal and Glens Falls Indemnity Company, surety for work on Madras Highway, contract No. 2899.

The notice was received and filed today, our file No. 3111.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

REFERRED TO
[illegible]
BY SECRETARY

Prepare receipt letter

HBG

RECEIVED
OCT 25 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-[illegible]

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Successor to

Oregon Culvert and Pipe Company

2321 S. E. Gladstone Street ARMCO Portland 2, Oregon [illegible]

October 21, 1948

TO: The Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned Armco Drainage & Metal Products, Inc. has a claim for concrete sewer pipe in the sum of Four Thousand and Nine and No/100 Dollars ($4,009.00) together with interest at six per cent (6%) per annum from July 1, 1947 against the bond taken from Denton Construction Company principal and Glens Falls Indemnity Company surety for the work on Madras Highway Contract No. 2899

ARMCO DRAINAGE & METAL PRODUCTS, INC.
D. L. DARNEAL

Assistant Treasurer

DLDarneal/s

cc - Denton Construction Company
Failing Building
Portland, Oregon

Glens Falls Indemnity Company
Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Encls. 1 Copy of each invoice
to Secretary of State

3 Copies of each invoice
to Glens Falls Indemnity Company

Endorsed: File No. 3111
Filed October 22, 1948
EARL T. NEWBRY, Secretary of State

RECEIVED
OCT 22 1948
FOR FILING

16-1015

2899

October 22, 1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Albert W. Denton, Denton Construction Co., assigned to the Glens Falls Indemnity Company, on contract No. 2899, for work on the Madras Section of The Dalles-California Highway in Jefferson County. This payment, in the amount of $6,325.34, will be made on or after November 2, 1948. The retained percentage is $1,755.43.

There are unpaid claims filed against this project of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: Glens Falls Indemnity Co.
Glens Falls, New York

Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

10-22-48, gl

RECEIVED
FOR FILING

16-1015

2899

October 20, 1948

Hon. T. A. Power, County Judge
Jefferson County
Courthouse
Madras, Oregon

Dear Sir:

I received in this morning's mail your letter of October 18, 1948, advising of the claim of Jefferson County against Albert W. Denton, dba Denton Construction Company, totaling $165 and representing service rendered Mr. Denton in connection with his contract, No. 2899, with the State Highway Commission for the construction of the Madras Section of The Dalles-California Highway. You ask that this amount be withheld in making final payment to Mr. Denton for this work.

I am calling your claim to the attention of the Glens Falls Indemnity Company, surety on the bond furnished by Mr. Denton in connection with this job. Mr. Denton has been having a little financial difficulty in connection with a couple of his contracts with the state, and the bonding company is handling his accounts. All amounts earned by Mr. Denton in connection with these jobs have been assigned to the bonding company, which is taking care of the payment of claims, and I am sure it will be pleased to give the claim of Jefferson County every consideration.

I would suggest that you file your claim with the bonding company, addressing it to the Glens Falls Indemnity Company, John M. Cake, attorney and adjuster, Yeon Building, Portland 4, Oregon. I would also suggest that you make a formal filing of your claim with the Secretary of State in conformity with the provisions of the laws covering such matters. By so doing you will protect the claim and can hold the bond responsible and liable for the payment of the claim after the expiration of a period of six months from the date of completion of the job and acceptance of it by the State Highway Commission.

The Madras job was completed on August 5, 1948, but has not been formally accepted by the Highway Commission.

These precautions should be taken in case we cannot comply with your request and withhold from final payment to Mr. Denton the amount of your claim, as that, of course, is contrary to the established policy of this Department, and I believe that you will appreciate the reasons for it.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

cc - Mr. Floyd Query

NOTED ON CARD
10-20-48 gR

October 20, 1948

The Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

I attach for your information a copy of a letter that the Oregon State Highway Commission has received from County Judge T. A. Power, Jefferson County, Oregon, advising of the County's claim against Albert W. Denton, dba Denton Construction Company, in the amount of $165 for services rendered Mr. Denton in connection with his contract, No. 2899, with the Oregon State Highway Commission for the construction of the Madras Section of The Dalles-California Highway, in Jefferson County, Oregon.

If Mr. Denton will acknowledge the claim and will authorize the Highway Commission to pay the claim from the amount still owing him in connection with this job and the bonding company will consent to such payment, we will be glad to comply.

This information is given you since the Glens Falls Indemnity Company appears as surety on the bond furnished by Mr. Denton in connection with this work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc - Mr. John H. Coke
Jewett, Barton, Leavy and Kern
Mr. Albert W. Denton
Mr. Floyd Query

NOTED ON CARD
10-20-48, gC

OWER, County Judge
MARION J. SOUTH, Commissioner
F. E. STANGLAND, Commissioner
BOYD OVERHULSE, Dist. Attorney

H. A. DUSSAULT, Sheriff
NELLIE WATTS, County Clerk
ELIZABETH GREEN, Treasurer
WILLIAM BROWNHILL, Assessor
LILLIAN WATTS, Supt. of Schools
W. H. SNOOK, Health Officer

JEFFERSON COUNTY
ounty Court Meets First Wednesday in Each Month

MADRAS, OREGON

October 18, 1948

Office of County Judge

Oregon State Highway Commission
Salem
Oregon.

Attention H.B.Glaisyer,Secy.

Gentlemen:

Denton Construction Co. owes Jefferson County the following bill, for work and use of equipment on street of Madras.

Sept.1947	Shovel & operator 6 hours @ $8.00 per hr.		$48.00
Sept.4,1947	Austin Western Grader 6 hr. @	$6.00	36.00
Sept.5 "	" " " 8 "	6.00	48.00
Sept.4 "	Adams Grader & man 3½ "	8.00	28.00
August "	Water used in construction		5.00
	Amount due Jefferson County		165.00

We have billed Mr.Denton for this amount from time ~~time~~ to time. While he acknowledges the bill,still makes no effort to pay same.Will you please hold the above amount,before making final payment on his contract.

Yours very truly,

T.A.Power

T.A.Power,County Judge.

ACKNOWLEDGED
H. B. GLAISYER

Au
10/20

NOTED ON CARD
10-20-48 g.e

RECEIVED
OCT 20 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 15 1948
FOR FILING
16-10-15
2897

October 14, 1948

Armco Drainage and Metal Products Inc.
2321 S. E. Gladstone St.
Portland, Oregon

Gentlemen:

I have before me a letter directed to the Oregon State Highway Commission by the Denton Construction Company, by Albert W. Denton. This letter is dated September 4, 1948, and in it the State Highway Commission is requested to pay to Armco Drainage and Metal Products Inc. the sum of $4,289.63 out of the final estimate due Mr. Denton in connection with his Madras Highway Contract No. 2899. The letter bears a stamp indicating that it was received by our Legal Department on September 10, 1948, and it was handed to me the same day.

I immediately wrote to Albert W. Denton, Denton Construction Company, advising him that we would be pleased to honor his request provided he would furnish us a letter from his surety consenting to such procedure without prejudice to the bond, this being standard procedure in effect for many years. I am now in receipt of a letter from the Bonding Company, Glens Falls Indemnity Company, through its adjuster Roy N. Owens, revoking Mr. Denton's authorization allowing the Highway Commission to make payment to you in the amount of $4,289.63, and requesting that all future payments in connection with this job be mailed to John M. Coke, 1012 Yeon Building, Portland 4, adjuster for the Glens Falls Indemnity Company, who in turn would make the necessary disbursements of the funds. In the meantime Albert W. Denton has assigned to the Glens Falls Indemnity Company all funds now due or to become due to him in connection with this job, which assignment has been honored by this office and payments made in conformity therewith.

Our records fail to disclose that Armco Drainage and Metal Products Inc. ever filed a claim with the Highway Commission against Mr. Denton's work. I would suggest that that be done, the original, of course, should be sent to the Secretary of State and a copy to this office for our record. For your immediate information I enclose a mimeographed copy of an excerpt from Oregon Laws relative to the filing of claims against public contracts.

RECEIVED

Armco Drainage and Metal Products Inc.
October 14, 1948
Page 2

I have just been informed by Mr. Probert, our Office Engineer, that Mr. George Schwarz, your local representative, had made inquiry concerning the payment of your claim direct, as provided in Mr. Denton's letter of September 4. I thought it best to advise you immediately the status of the matter so you can make arrangements accordingly. Circumstances being such as they are it appears now that you will have to look to the bonding company for satisfaction of your claim.

If my explanation is not entirely clear or should you desire additional information, I shall be glad to respond upon request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl
encl. 1

cc: Mr. George Schwarz
985 N. Capitol St.
Salem, Oregon

Mr. Albert W. Denton

Glens Falls Indemnity Co.

Mr. S. H. Probert

NOTED ON CARD

10-14-45

RECEIVED

FOR FILING

14105

ROY F. OWEN
GARNER G. TALBOY
AND
ASSOCIATES

ROY F. OWEN COMPANY
INSURANCE ADJUSTERS
SPALDING BUILDING
PORTLAND 4, OREGON
CABLES "ROWEN"
ATWATER 3347

BRANCH OFFICES
EUGENE, OREGON
VANCOUVER, WASHINGTON

October 9, 1948

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company

Dear Mr. Glaisyer:

Confirming our conversation of several days ago and in reply to your letter of September 10 addressed to Albert W. Denton, in view of the fact that we now have an Assignment of all funds due or to become due from the State Highway Commission, we desire to revoke Mr. Denton's authorization to allow you to make payment in the amount of $4289.63 to the Armco Drainage and Metal Products, Inc.

When this final estimate is approved for payment, we would appreciate your forwarding the full amount to John M. Coke, 1012 Yeon Building, Portland 4, Oregon, agent for assignee, your draft being payable to Albert W. Denton, dba Denton Construction Company, Glens Falls Indemnity Company and John M. Coke, agent for assignee, at which time Mr. Coke will arrange for the necessary disbursement to Armco.

Yours very truly,

ROY F. OWEN COMPANY

BY: LMSchouboe
L. M. Schouboe

lms cs

NOTED ON CARD
10-9-48

RECEIVED
OCT 11 1948
OREGON
STATE HIGHWAY COMMISSION

no letter rec 9-22
no letter rec. by 10-1
7-Q

September 10, 1948

Mr. Albert W. Danton
Danton Construction Company
511 Failing Building
Portland 4, Oregon

Dear Sir:

Mr. J. M. Devers, Chief Counsel for the State Highway Commission, has just handed me your letter of September 4, 1948, in which you request that the sum of $4,289.63 be paid to the Armco Drainage and Metal Products, Inc., 2321 S. E. Gladstone Street, Portland, Oregon, out of the final estimate that is due you from the State Highway Commission in connection with your contract No. 2899 for the regrading and surfacing of the Madras Section of The Dalles-California Highway, in Jefferson County.

I am instructed to inform you that we shall be pleased to comply with your request on the condition that you first furnish the State Highway Commission a letter from your surety consenting to such procedure without prejudice to the bond.

Our records disclose that the bond which you furnished in connection with this job was written by the Glens Falls Indemnity Company whose local agents are Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:eo

cc - Mr. J. M. Devers

NOTED ON CARD
9-10-48

DENTON CONSTRUCTION CO.
511 FAILING BLDG.
ATWATER 9307
PORTLAND 4, OREGON

September 4, 1948

RECEIVED
SEP 10 1948
LEGAL DEPT.

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Will you please accept this as an Order to pay to the Armco Drainage and Metal Products Inc., 2321 S. E. Gladstone Street, Portland, Oregon, the sum of $4289.63 out of the Final Estimate due me from the Commission under the Madras Highway Contract No. 2899.

I shall appreciate it if you will accept this order on the duplicate copy enclosed and mail same to the Armco Drainage and Metal Products Inc.

Yours very truly,

DENTON CONSTRUCTION CO.

NOTED TO Denton
DATE 9/10

AWD:ih

By Albert W. Denton

ACCEPTED:

Oregon State Highway Commission

no – see letter of 10/9/48 from surety denying request, AKS

NOTED ON CARD

By

DENTON CONSTRUCTION CO.
511 FAILING BLDG.
ATWATER 9307
PORTLAND 4, OREGON

September 4, 1948

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Will you please accept this as an Order to pay to the Armco Drainage and Metal Products Inc., 2321 S. E. Gladstone Street, Portland, Oregon, the sum of $4289.63 out of the Final Estimate due me from the Commission under the Madras Highway Contract No. 2899.

I shall appreciate it if you will accept this order on the duplicate copy enclosed and mail same to the Armco Drainage and Metal Products Inc.

Yours very truly,

DENTON CONSTRUCTION CO.

AWD:ih

By ALBERT W. DENTON

ACCEPTED:

COPY

Oregon State Highway Commission

[redacted]

By

denied by surety
see letter of Oct. 9, 1948
HSS

RECEIVED
OCT 5
FOR FILING

16-1015

2899

October 4, 1948

Oregon State Highway Commission

Request for extension of time
No. 5
November 3 and 4 meeting

Gentlemen:

Herewith a request from the Benton Construction Company for an extension of time on Contract No. 2899, Madras Section of The Dalles-California Highway, from August 1, 1948 to August 5, 1948.

The extra five days requested were required because of the inability of the contractor to properly organize his forces to perform the work. However, the delay was small and no inconvenience was suffered by the traveling public.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
FOR FILING

16-1015

2899

F 102

September 28, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission has received notice of the claim of Adler Construction Co. in the amount of $1,020.30 against Denton Construction Company and Cunningham & Bailey for materials furnished and rental of equipment in connection with Denton Construction Company's contract No. 2899 with the State Highway Commission for the Madras Section of The Dalles-California Highway, Jefferson County, Oregon.

We are notifying you of this claim because the Glens Falls Indemnity Company appears as surety on the bond furnished by the Denton Construction Company in connection with this job.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Glens Falls Indemnity Co.
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

Mr. Floyd Query

NOTED ON CARD

September 28, 1948

Adler Construction Co.
General Contractors
Lytle Building
Madras, Oregon

Attention: Harold C. Adler

Dear Mr. Adler:

In your letter of September 24, 1948, you inform the State Highway Commission of your claim against Denton Construction Co. and Cunningham & Smiley, arising out of Denton Construction Co.'s contract No. 2899 for the construction of the Madras Section of The Dalles-California Highway.

Your claim is in the amount of $1,020.30, and you consider that you have satisfied the legal requirements by notifying the State Highway Commission. Your assumption is not entirely correct, however. The law requires that notices of claims against public contracts be filed with the proper public authority. In this instance the work is being performed under a state highway contract, so the notice will have to be filed with the Secretary of State. I enclose an excerpt from the Oregon laws covering this feature and suggest that you make your filing accordingly.

In conformity with our usual practice, I am today notifying the contractor and the surety on his bond that you claim has been filed with the State Highway Commission. The surety in this instance is the Glens Falls Indemnity Company for whom Jewett, Barton, Leavy and Kern are local agents, with offices in the Lewis Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ee

Enc.

ED ON CARD

[illegible]

ADLER CONSTRUCTION CO.

GENERAL CONTRACTORS
3416 WEST SMITH STREET
P. O. BOX 1917
SEATTLE, 11, WASHINGTON

Address reply to:
Lytle Building
Madras, Oregon
September 24, 1948

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Attention of: Mr. H. B. Glaisyer, Secretary
Re: Denton Construction Co. contract

The Denton Construction Co. of Portland, Oregon was the general contractor on Oregon State Highway Commission contract No. 2899 on The Dalles-California Highway in Jefferson County, City of Madras section for regrade and oil mat surfacing and concrete bridge.

The Denton Construction Co. at various times during the construction of the above project employed either directly or as a subcontractor the firm of Cunningham & Smiley of Portland, Oregon for the placing of the oil mat surfacing on the project.

On September 15, 1947 and September 17, 1947 we furnished the firm of Cunningham & Smiley materials for use on the job and from July 27, 1948 to and including August 6, 1948 the sub-contractors, Cunningham & Smiley, rented our motor grader as well as water tank truck for use in placing the rock and the oil mat surfacing.

Statements of accounts have been submitted to the sub-contractors on September 18, 1947, January 29, 1948, August 14, 1948 and September 6, 1948 and no effort has been made to date to pay the amount due us and our collection letters are entirely disregarded.

On the basis of the above we hereby file a claim with the State of Oregon by and through the State Highway Commission against the general contractor, the Denton Construction Co., and Cunningham & Smiley the sub-contractor under the general contractor.

The total amount now due us for supplies furnished and equipment rentals on the fully operated basis totals $1,020.30 and no payment whatsoever has ever been received on the account, therefore

ANSWERED
H. B. GLAISYER

RECEIVED
SEP 27 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]
[illegible]

This notice is given to you in compliance with the State law [illegible] for the purpose of suspending further payments to the [illegible] as per Section [illegible], Article [illegible] of the State Highway Commission Specifications [illegible]

If further information or further action is necessary please [illegible], Oregon.

Very truly yours,

[illegible] CONSTRUCTION CO.

[illegible]

[illegible]
[illegible]

[illegible]

RECEIVED
SEP 28 1948
FOR FILING

16-015

2899

note on card

September 22, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Lloyd Starkey advising that the Denton Construction Company has paid him for his claim filed against them in conjunction with work performed on the regrading and surfacing of the Madras Section of The Dalles-California Highway in Jefferson County, Contract No. 2899.

This information is provided as we had previously advised you of the filing of Mr. Starkey's claim in conjunction with the bond held by your company on the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

9-22-48, gl

note on card

September 22, 1948

Mr. Lloyd Starkey
Madras, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Starkey:

We thank you for your letter of September 17 advising us that your claim against the Denton Construction Company for work performed by you on Contract No. 2899 has been paid.

We appreciate receiving this information from you and will enter it on our records.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

9-22-48, gl

Sept 17 - 48

Dear sir -

2899

I have received check for work in full on Madras Project from Denton Construction Co

So that is all the information I can give you so you can close the account on Project No, 2899 as far as Lloyd Starkey is concerned

Lloyd Starkey

Madras

Oregon

RECEIVED
SEP 2? 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
16-1015

DENTON CONSTRUCTION CO.
511 FAILING BLDG.
ATWATER 9307
PORTLAND 4, OREGON

September 11, 1948

NOTED
H. B GLAISYER

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Re: W. C. Bauman Co. vs. Cunningham & Smiley, subcontractors under Denton Construction Co.

Gentlemen:

We are in receipt of a copy of a letter addressed to you by the Oregon State Highway Commission under date of September 9, 1948, regarding the above entitled matter.

This obligation, of course, is primarily that of Cunningham & Smiley arising out of work completed early in August, 1948. We have been trying to effect a verification of this claim, which we are expecting to accomplish very shortly.

We are, incidentally, greatly surprised to learn that the W. C. Bauman Co. has filed its claim with you without first giving us an opportunity to have the claim settled.

Yours very truly,

DENTON CONSTRUCTION CO.

By Orin F. Carter
Accountant

OFC:ih

cc: Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

✓ Oregon State Highway Commission
Salem, Oregon

COPY

9-13-48

RECEIVED
SEP 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 15 1948
FOR FILING

16-1015

2899

September 9, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

REFERRED TO
Query
BY SECRETARY

Gentlemen:

The State Highway Commission is in receipt of a carbon copy of a letter directed to you under date of September 3, 1948, by Denton Construction Company by Orin F. Carter, Accountant, advising that a check was being mailed that day in full settlement of Mr. Starkey's claim.

We are pleased to have this information, but before we can make an entry in our records that the claim is satisfied we must have verification from Mr. Starkey. It will be appreciated if you will see that Mr. Starkey furnishes such information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 9-10

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Oman Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
511 Failing Building
Portland 4, Oregon

Mr. Lloyd Starkey
Madras
Oregon

NOTED ON CARD
9-9-48 [illegible]

DENTON CONSTRUCTION CO.
511 FAILING BLDG.
ATWATER 9307
PORTLAND 4, OREGON

September 3, 1948

RECEIVED
SEP 7 1948
OREGON
STATE HIGHWAY COMMISSION

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Re: Lloyd Starkey claim

Gentlemen:

The claim from Lloyd Starkey of Madras, Oregon, against the Denton Construction Co. for labor performed by Mr. Starkey on Contract No. 2899 on the Madras Section of the Dalles-California Highway in Jefferson County, has been adjusted and we are mailing our check today in full settlement to Mr. Starkey.

Yours very truly,

DENTON CONSTRUCTION CO.

By Orin F. Carter
Accountant

NOTE TO [illegible]
DATE 9/9

OFC:ih

cc: Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Oregon State Highway Commission
Salem
Oregon

COPY

9-7-48

RECEIVED
SEP 15 1948
FOR FILING

16-1015

2899

September 9, 1948

W. C. Bauman Co.
Route 6, Box 1252-B
Portland 1, Oregon

Attention: Glen O. Dolan
Superintendent

REFERRED TO
Query
BY SECRETARY

Dear Mr. Dolan:

In your letter of September 3, 1948, you advise that you have a claim against Cunningham and Smiley in the amount of $231 for rental of equipment that was used on the Denton Construction Company contract at Madras, Oregon, during July 1948 and you inquire as to the procedure to follow in connection with the collection of this claim.

Legitimate claims against any state highway contract are protected by the bond furnished by the original contractor, provided notice of the claim is filed with the Secretary of State prior to the expiration of a period of six months from date of completion of the project and acceptance of it by the State Highway Commission, which is fully explained in the excerpt of the Oregon Laws covering such matters, which I enclose.

The contract to which you refer is State Highway Contract No. 2899 awarded by the State Highway Commission to Albert W. Denton, dba Denton Construction Company, and consists of regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County. The bond furnished by Mr. Denton in connection with this job was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern are local agents with offices in the Lewis Building, Portland 4, Oregon. I would suggest that you take up your claim with these agents who I am sure will give it every consideration.

If you do not secure satisfaction by so doing, you can follow the procedure of filing your claim with the Secretary of State as explained in the attached excerpt of the laws.

According to our records, this job was completed August 5, 1948, but has not been accepted by the State Highway Commission, as yet.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
9-9-48, je

HBG:ee 9-10
Enc.

September 9, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The Oregon State Highway Commission has received notice of a claim of W. C. Bauman Co. in the amount of $231 against Cunningham and Smiley, contractors, representing rental of equipment consisting of an HD-14C tractor and 15 yard carryall which were used on the Denton Construction Co. contract with the State Highway Commission at Madras, Oregon, during July 1948.

The Denton Construction Company contract referred to is State Highway Contract No. 2899. The bond in connection with this contract was written by the Glens Falls Indemnity Company, which is our reason for bringing the matter to your attention.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 9-10

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
511 Failing Building
Portland 4, Oregon

Mr. Floyd Query

NOTED ON CARD
9-9-48 gl

W. C. BAUMAN CO.
CONTRACTORS
ROUTE 6 BOX 1252-B
CHERRY 1176
PORTLAND 1, OREGON

Sept. 3, 1948

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

We have a bill for equipment rental in the amount of $231.00 against Cunningham and Smiley, contractors. The equipment, consisting of our HD-14C tractor and 15 yard carryall, was used on the Denton Construction Co. job at Madras, Oregon during July 1948.

We are now informed by Cunningham and Smiley that Denton Construction Co. is liable for all their bills, who in turn are apparently unable to pay.

Please advise if Denton's bonding company has assumed his obligations, and if so, who the bonding company is.

Very truly yours,

W. C. Bauman Co.
Glen O. Dolan, R.M.
Glen O. Dolan, Supt.

[illegible]ERED
B. GLAISYER

RECEIVED
SEP 7 1948
OREGON
STATE HIGHWAY COMMISSION

TE TO
DATE

9-7-48, gl

RECEIVED
SEP 13 1948
FOR FILING

12-[illegible]

2877

August 31, 1948

Denton Construction Company
509 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 30 days, from July 1 to August 1, 1948, within which to complete your contract No. [illegible] covering the Madras Section of The Dalles-California Highway, in Jefferson County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary

cc: Wm E Chandler
~~W. C. Shelton,~~
Division Engineer

E. A. Benton

NOTED ON CARD

BY SECRETARY

This is Chandler's Division

note on card

RECEIVED
AUG 26 1948
FOR FILING

16-1015

#2899

August 23, 1948

Asbahr & Burns
Attorneys at Law
509 Failing Building
Portland 4, Oregon

Attention: Mr. Albert A. Asbahr

Dear Mr. Asbahr:

This acknowledges your letter of August 21 concerning the claim of Lloyd Starkey against Denton Construction Company.

This is being made a matter of record of the file of the job to which it refers. Thank you for the information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co

NOTED ON CARD

8-23-48

Asbahr & Burns
ATTORNEYS AT LAW
509 FAILING BLDG. ATWATER 9307
PORTLAND 4, OREGON

ALBERT A. ASBAHR
ROBERT BURNS

August 21, 1948

Oregon State Highway Commission
Salem
Oregon

Re: Lloyd Starkey claim

Gentlemen:

The Denton Construction Co. is just in receipt of a copy of a letter under date of August 20, 1948, addressed to the Glens Falls Indemnity Company wherein one Lloyd Starkey, of Madras, Oregon, has filed a claim against the Denton Construction Co. for labor aggregating approximately $22.00.

This claim is in dispute, this man having worked for the subcontractor, and steps have already been taken to adjust the claim. The man obviously is indiscreetly impatient.

Yours very truly,

ASBAHR & BURNS

By Albert A Asbahr
Attorney for Denton Construction Co.

ACKNOWLEDGED
H. B. GLAISYER

AAA:ib

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

RECEIVED
[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

8-23-48 gc

RECEIVED
AUG 26
FOR FILING

2899

16-1015

August 23, 1948

T. W. Thomas, Contractor
10248 N. E. Holladay Street
Portland 16, Oregon

Attention: True Estes, Bookkeeper

Dear Mr. Thomas:

The State Highway Commission has no standard form on which to file a claim against a state highway contractor although a form is suggested in the state law concerning the filing of claims against public agencies. I enclose a mimeographed excerpt of the law for your information and guidance.

You will note that the claim must be filed with the Secretary of State. The Highway Commission, however, would appreciate receiving a copy of it for its records.

The Madras job to which you refer in your letter is State Highway Contract No. 2899 for regrading and surfacing the Madras Section of The Dalles-California Highway, in Jefferson County. The bond furnished by the contractor in connection with this job was written by the Glens Falls Indemnity Company for whom Jewett, Barton, Leavy and Kern are local agents with offices in the Lewis Building, Portland 4.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee
Enc.

TELEPHONE XXXXXXXX
XXXXXXXX

Office Address:
10248 N.E.Holladay St.
Portland 16, Oregon

T. W. THOMAS
CONTRACTOR
ROAD AND HIGHWAY CONSTRUCTION
XXXXXXXXXXX
PORTLAND X, OREGON

August 19,1948

Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Please send several copies of the form we would need in order to file a claim for an unpaid bill against the Denton Construction Company engaged in State Highway work on the Madras Section of the Dalles-California Highway. Also, please inform us of the contract number of this job.

Very truly yours,

T. W. Thomas
True Estes, Bkkpr.

REFERRED
H. B. GLAISYER

RECEIVED
AUG [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 26 1948
FOR FILING

16-1015

August 20, 1948

Mr. Lloyd Starkey
Madras, Oregon

Dear Mr. Starkey:

We have today received your letter dated August 17 in which you state that the Denton Construction Company owes you for fifteen hours work at $1.50 per hour for labor performed under Contract No. 2899.

Your claim is being recorded in this office and we will call it to the attention of the surety on this job and also the Denton Construction Company.

We are enclosing herewith a copy of the law regarding filing of claims with the Secretary of State in case you wish to do so. By filing your claim with the Secretary of State the normal period of expiration, which is six months after the job has been completed and accepted, will be extended.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
8-20-48 gf

yd St[illegible]key aug
17-47

REFERRED TO
BY SECRETARY

Madras Section
The Dalles Calif Highway
Denton Const Co
Contract no 2899
I worked on this Job
Put in 15 Hours work
Monday 2 - 4 Hours
Tuesday 3 - 7 Hours
Wensday 4 - 4 Hours
at the rate of $1.50 Per
Hour Denton said
he would have it sent
to me as soon as he got
to Portland But nothing
has Came yet and he
Paid the rest of the men
that were working in
Cash when the Job was
finished. Lloyd Starkey
Madras Oregon

RECEIVED
AUG 26 1948
FOR FILING

16-1015

2899

August 20, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a claim from Lloyd Starkey of Madras, Oregon, against the Denton Construction Company for labor performed by Mr. Starkey on Contract No. 2899 for the regrading, surfacing and widening on the Madras Section of The Dalles-California Highway in Jefferson County.

Mr. Starkey claims that he put in four hours of work on August 7, 7 hours on August 3, and four hours on August 4, at $1.50 per hour, for which he claims he has not received payment, althouth other members of the crew were paid in cash upon the completion of the job.

This information is furnished to you as your company appears as surety for the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Bldg.
Portland 4, Oregon

REFERRED TO
Miss [illegible]
BY SECRETARY

note on card

NOTED ON CARD
8-20-48

Form E-1—5M—4-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 6, 1948

Section Madras

Kind of work Regrading and Oil Mat

Highway The Dalles California

Section prefix 16-1015

Contractor Denton Construction Co.

Contract number 2899

Date of contract April 24, 1947

Date of completion September 30, 1947

Date work started June 24, 1947

Estimated date of completion August 15, 1948

Amount of contract $52,974.00

Per cent of time elapsed 471/160 294 %

Estimated cost of completed project, exclusive of engineering $54,763.52

Per cent of contract completed, based on total contract price 80 %

Engineering cost to date, $3,500.00, 81 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractors oiling crew spread final seal thursday, they have small crew with Grader and Roller, doing cleanup work. and working on fills outside of curbs.

Mr. Chandler, Division Engineer was over job monday.

H. W. [illegible]

NOTED
E. M. [illegible]

Signed S. P. Jones

Address Madras Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers 1 Distributor 4 Dump Trucks. ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Showers		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday			

STATE PRINTING DEPT.

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JUL 27 1948
FOR FILING

16-1015

2899

July 23, 1948

Oregon State Highway Commission

Request for Extension of Time
No. 5
August 9 and 10 meeting.

Gentlemen:

Enclosed herewith is a request of the Denton Construction Company for an extension of time on Contract No. 2899, Madras Section of The Dalles-California Highway, from July 1, 1948, to August 1, 1948.

Because of the inability of the contractor to secure delivery of steel last fall for a bridge on this contract, he was unable to complete the paving adjacent to the bridge. This work was subcontracted to another firm who has been delayed on another State project and were not able to start the paving until July 15.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

Files

RECEIVED
APR 8 1948
FOR FILING

16-1015

April 6, 1948

Central Wood Products, Inc.
1514 Main Street
Vancouver, Washington

Gentlemen:

This is to acknowledge your letter of April 3, in which you advise that your claim against Denton Construction Company, contract No. 2899 for regrading and surfacing on the Madras Section of The Dalles-California Highway in Jefferson County, was paid on February 26, 1948. Thank you for this information.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Glens Falls Indemnity Co.
Glens Falls, New York

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Albert W. Denton
909 Failing Building
Portland 4, Oregon

NOTED ON CARD

11-5-48

DESKS
CHAIRS
TABLES
CHESTS
BOOKCASES

CENTRAL WOOD PRODUCTS, Inc.
Manufacturer of
Furniture and Millwork

1514 MAIN STREET • TELEPHONE 357
Vancouver, Washington

SASH
DOORS
GLASS
LUMBER
BUILT-INS

JAMES F. HUTTON
PRESIDENT AND MANAGER

file.
wilson card

April 3, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

On January 28, 1948 we had notified you that we had furnished material for the Denton Construction Company for use on State Highway Contract No. 2899, the regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County.

We received payment of this account on February 26, 1948, which liquidates our claim against this company.

Yours truly,

CENTRAL WOOD PRODUCTS, Inc.

By N. Eberhardt

ne/s
cc/Jewett, Barton, Leavy & Kern

RECEIVED
APR 5 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

4-5-48,J(

RECEIVED
MAR 5 1948
FOR FILING

16-1015

Files

March 4, 1948

Glens Falls Indemnity Company
R. M. Griffith, Vice President
220 Bush Street
San Francisco 4, California

Gentlemen:

This note is to inform you that the State Highway Commission has received notification of the claim of the Portland Wire and Iron Works against contractor Albert W. Denton.

The claim is in the amount of $1,471.71 and represents iron material furnished Mr. Denton in connection with his contract with the State Highway Commission for construction of the Willow Creek Bridge near Madras, Oregon.

This bridge was constructed in connection with Mr. Denton's contract No. 2899 for regrading and surfacing the Madras Section of The Dalles-California Highway.

Notice of this claim is sent you since you appear as surety on the bond furnished by Mr. Denton in connection with this job.

Respectfully yours,

HBO:ee

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Albert W. Denton
509 Failing Building
Portland 4, Oregon

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

Mr. Floyd Query

REFERRED TO Query - [illegible]
BY SECRETARY

noted on card

NOTED ON CARD
3-4-48, [illegible]

March 4, 1948

Portland Wire & Iron Works
4644 S. E. Seventeenth Avenue
Portland 2, Oregon

Attention: Mr. C. A. Lomax
Office Manager

Dear Mr. Lomax:

In your letter of February 27, 1948, you advise that Mr. Albert W. Denton, contractor, owes you the sum of $1,471.71 covering various iron material furnished him in connection with his contract with the State Highway Commission for the construction of the Willow Creek Bridge on The Dalles-California Highway near Madras. You inquire as to the name of the surety that wrote the bond in connection with this project.

The project to which you refer is State Highway Contract No. 2899 and is for regrading and surfacing the Madras Section of The Dalles-California Highway. The bridge that you mention is included in this contract.

The records disclose that the Glens Falls Indemnity Company wrote the bond furnished by Mr. Denton in connection with this job. The local agent for this company is Jewett, Barton, Leavy and Kern with offices in the Lewis Building, Portland 4, Oregon.

To properly file your claim and in order to hold the bond responsible and liable for the payment of your claim subsequent to the expiration of a period of six months from the date of completion and acceptance of the project, you should file your claim with the Secretary of State. I enclose a mimeographed copy of the law covering the matter for your ready reference.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ee
Enc.

cc - Mr. Floyd Query

NOTED ON CARD
3-4-48

LANCASTER 5188

PORTLAND WIRE & IRON WORKS

ESTABLISHED 1892

Steel and Wire Fabricators

FENCE AND WIRE DISTRIBUTORS

4644 S. E. SEVENTEENTH AVENUE
PORTLAND 2, OREGON

February 27, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to advise that Albert W. Denton, Contractor, owes us in amount of $1,471.71 covering various iron material furnished him for use in construction of the Willow Creek Bridge near Madras, Oregon, this item being outstanding approximately six months.

In view thereof, will you kindly advise by return mail, the name of the company whom he is under bond.

Very truly yours,

PORTLAND WIRE & IRON WORKS

C. A. Lomax
By C. A. Lomax, Office Mgr.

CAL/x

[illegible] ERED
[illegible] GLASYER

NOTE TO [illegible]
DATE [illegible]

RECEIVED

H, VICE-PRESIDENT
LOMB, ASST. MGR.
COAST DEPARTMENT
LOOR MILLS TOWER
FRANCISCO 4, CAL.

18-1015

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

SAN FRANCISCO 4, CALIFORNIA

February 11, 1948.

ATTENTION MR. H. B. GLAISYER, SECY.

Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaiser:

RE: BOND NO.316920 - BEHALF DENTON CONST.CO.
COVERING HIGHWAY CONTRACT NO.2899 - CONST. OF
BRIDGE AT MADRAS, OREGON. - AMT.$59,974.00

Your letter of January 29th addressed to our Home Office in Glens Falls, New York, has been referred to this office for attention.

We have been in touch with our Representatives and understand any bills due by the Denton Construction Company will be paid. However, there was a dispute over certain items and we do not have the particulars at this writing.

If this case has not been given attention in due course, we shall appreciate hearing from you. We feel that our Principals, the Denton Construction Company will pay such amounts as are owed by them to the material dealers or sub-contractors.

Many thanks for your cooperation.

Yours very truly,

R. Lynn Colomb

RLC:rg.

R. LYNN COLOMB, ASSISTANT MANAGER,
PACIFIC COAST DEPARTMENT.

ACKNOWLEDGED
H. B. GLAISYER

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FOR FILING

16-1015

January 29, 1948

Glens Falls Indemnity Company
Glens Falls
New York

Gentlemen:

This note is to inform you that the State Highway Commission has today received notification from Central Wood Products, Inc., Vancouver, Washington, to the effect that it has a claim against Denton Construction Company for materials furnished that company in connection with its contract with the State Highway Commission for construction of a bridge at Madras, Oregon. This refers to State Highway Contract No. 2899 described as regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County.

This information is given you inasmuch as you appear as surety on the bond furnished by Denton Construction Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ee

cc - Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agents
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

Mr. Floyd Query

NOTED ON CARD

1-29-48 SA

January 29, 1948

Central Wood Products, Inc.
1514 Main Street
Vancouver, Washington

Attention: Mr. James F. Hutton
President and Manager

Dear Mr. Hutton:

This acknowledges receipt of your letter of January 28, advising that you have a claim against Denton Construction Company for furnishing materials for its contract with the State Highway Commission for the construction of a bridge at Madras, Oregon, and inquiring as to the procedure necessary to protect your interests.

To give you the information desired I enclose a mimeographed copy of the Oregon laws in connection with the filing of claims against contractors on public works. In connection with State Highway contracts notice of your claim should be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project and acceptance of it by the State Highway Commission. We would appreciate it if you would furnish the Highway Commission with a copy of this notice.

The job to which you refer has not been completed, but we anticipate that it will be finished by July 1, 1948. It is referred to in our records as State Highway Contract No. 2899 and is particularly described as regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County.

The contractor furnished the state a bond to guarantee satisfactory completion of the project and to protect claims arising out of it. This bond was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy and Kern, with offices in the Lewis Building, Portland 4, are agents. I would suggest that you send a copy of your notice to the agents of the bonding company for their information.

To further assist you I am calling your claim to the attention of the bonding company today.

Respectfully yours,

NOTED ON CARD

1-29-48 g

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co
cc - Mr. Floyd Query

CENTRAL WOOD PRODUCTS, Inc.
Manufacturer of
Furniture and Millwork

DESKS
CHAIRS
TABLES
CHESTS
BOOKCASES

SASH
DOORS
GLASS
LUMBER
BUILT-INS

1514 MAIN STREET • TELEPHONE 357

Vancouver, Washington

JAMES F. HUTTON
PRESIDENT AND MANAGER

January 28, 1948

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

On September 23, 1947, we furnished material for the Denton Construction Company that was used toward the construction of a bridge at Madras, Oregon. To date we have been unable to affect a collection for this material. We would like to know what procedure is necessary to protect our interests on this matter.

We would also like to know who the bonding company is that is guaranteeing this particular contract.

Thanking you for this information, we remain

Yours truly,

CENTRAL WOOD PRODUCTS, Inc.

By James F. Hutton
Pres

JFH/1

REFER TO [illegible]
DATE [illegible]

ANSWERED
M. B. GLAISYER

RECEIVED
JAN 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 5 1948
FOR FILING

16-1015

#2899

February 4, 1948

Denton Construction Company
509 Failing Building
Portland 4, Oregon

Gentlemen:

Resident Engineer Morelock advises that you have requested a shutdown on the Madras Project on The Dalles-California Highway until May 1.

The State Highway Department does not make a practice of giving shutdown orders as our time limit is based upon a definite date and not upon working days. If you have finished the bridge, the surfacing and all other work you can accomplish until oiling, there is, of course, nothing else you can do until suitable weather for oiling. However, you will be expected to maintain such barricades and lights as are necessary for the safe traveling through the job until it can be oiled.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc - H. G. Smith
W. E. Chandler
J. E. Morelock

16-1015

CROSS REFERENCE SHEET

Name or Subject L. W. Shields
360 "D" Street
Brawley, California

File No.

Regarding Mr. Shields is seeking unpaid wages from the Denton Construction Company for work on the Madras, Ashland and Gardiner projects.

Date 12-15-47

SEE

Name or Subject FEDERAL AID JOBS:
FI-302 (3)

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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16-1015

December 4, 1947

Albert W. Denton, d.b.a. Denton Construction Co.
509 Failing Bldg.
Portland 4
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 25, 1947, had under discussion your request for an extension of time of 273 days, from October 1, 1947 to July 1, 1948, within which to complete your contract No. 2899 for the Madras Section of the The Dalles-California Highway, in Jefferson County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler

[illegible]
12-4-47

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NOV 10 1947
FOR FILING

16-1015

November 6, 1947

Oregon State Highway Commission

Gentlemen:

I enclose herewith a copy of a request of the Denton Construction Company for an extension of time on contract No. 2899, Madras Section of The Dalles-California Highway, from September 30, 1947 to July 1, 1948.

The contractor has been unable to secure delivery of steel for a bridge on the project on schedule and, in fact, as just recently received shipment of the steel. Late delivery of the steel will not permit the completion of the bridge in time to allow completion of the approaches. As the approaches are to be oiled it will now be necessary to defer the oiling until suitable weather next spring.

As the failure of the contractor to obtain delivery of the steel was not due to any negligence on his part, it is recommended that the extension be granted as requested without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams

RECEIVED
SEP 24 1947
FOR FILING

76-1015

#4W #2899

Cross Referenced To
[illegible]
Cond Complaint

Cross Referenced To
[illegible]
Petitions
Jefferson Co.

September 23, 1947

Mr. Lewis H. Irving
Tuck's Service Station
Madras, Oregon

Dear Sir:

Under date of August 7, you addressed a petition to Mr. Glaisyer, Secretary of the Highway Commission, setting forth certain nuisances and inconveniences being caused the citizens of Madras by the slow progress of state highway work in Madras, under contract to the Denton Construction Company. Upon receipt of the petition, we requested our engineers in the field to take such steps as were possible to have the contractor alleviate the conditions. We found that he was somewhat short of equipment and, as you know, the obtaining of equipment as desired is still difficult.

We do believe, however, that the construction company showed some improvement in its operations and, as you know, the contractor is now performing his final oiling operations and should complete the job this week.

May we thank you for bringing this matter to our attention, and you may further be assured that the Highway Commission is at all times eager to avoid, where possible, such nuisances and inconveniences as you may have experienced.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi

RECEIVED
AUG 14 1947
FOR FILING

16-1015

2899

August 13, 1947

Mr. Lewis H. Irving
The Texaco Company
Fifth Street
Madras, Oregon

Dear Mr. Irving:

This acknowledges receipt of your letter dated August 7, 1947, signed by you and other business people of the City of Madras in which the attention of the State Highway Commission is called to conditions incident to the activities of the Denton Construction Company in performance of its contract with the State Highway Commission for grading and surfacing and widening the Willow Creek Bridge on the Madras Section of The Dalles-California Highway, in Jefferson County.

I am referring your letter to Mr. R. H. Baldock, State Highway Engineer, who I am sure will have an immediate investigation made and corrective measures taken as appear to be appropriate. We appreciate very much your calling this to our attention.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ec

cc - Mr. R. H. Baldock

Madras, Oregon,
August 7,1947

Mr. H.B. Glaisyer, Secretary,
State Highway Commission,
319 State Office Bldg.,
Salem, Oregon.

REFERRED TO Mr Baldock
BY SECRETARY

ACKNOWLEDGED
H. B. GLAISYER

Dear Mr. Glaisyer :

The undersigned business folk of the city of Madras wish to take this means of informing the State Highway Commission of a situation of distressing and damaging circumstances that have arisen in this city in connection with the activities of the Denton Construction Co. in carrying out a contract for installation of a storm sewer and the paving of Fifth street.

Two months ago business folk on the east side of Fifth street were isolated when a trench was dug for the laying of the storm sewer. The placing of the sewer pipe was delayed, and the open trench was left beside the street for an unduly long period.

When the trench was finally filled, the hard surfacing of the entire street was removed down to the natural soil. As a result, the heavy traffic of The Dalles-California highway over the street created an intolerable dust condition. Subjection to this long-drawn-out dust condition has brought to business houses on the main street of Madras definite damage to stocks, not to mention the attendant inconveniences and threats to health. Furthermore, due to congestion of traffic and the condition of the street, business houses of the town, especially service stations and restaurants have suffered the loss of tourist business that has reached substantial sums.

The dust nuisance could easily be eliminated by the sprinkling of the street, where the paving construction is underway. We understand that the contractor was instructed by the representatives of the State Highway Commission to make adequate use of water in laying the dust. These instructions, however, have not been followed diligently. Only enough sprinkling has been carried out to provide the most meagre relief.

The contractor at Madras seems short on equipment. The work is progressing in such tardy manner as to cause the undersigned business people of the town grave alarm. We fear that we face this intolerable dust condition the remainder of the summer with the possibility that the dust may be followed by a fall and winter period of mud, which will be equally intolerable.

Let us respectfully urge that The State Highway Commission give this condition in Madras an immediate and careful consideration. We appeal to your body to take such action as you find necessary to expedite the activities of the contractor and gain completion of the paving project in a reasonable time. We further ask that the contractor be further instructed, and with an emphasis, to take proper steps, by sprinking or otherwise, to prevent the damaging and discomforting dust nuisance.

Respectfully submitted,

RECEIVED
AUG 11 1947
OREGON

NAME	BUSINESS
[illegible]	Texas Company Distributor
[illegible]	Fred's Service Station
D.E. Holbrook	J.W. Copeland Yds
L. R. Conroy Co	MADRAS MAIN ST. GARAGE, INC.
Ray Carpenter	Jefferson County Co-op
P.D. Lewis	Richfield Service
J.H. Lewis	Union Garage
Ellen Abbott	Abbott Beauty Shop
T A Rhoda	Marshall Wells Store
Vera E. Hass	Hass Dry Goods -
Lou Harman	Madras Furniture Co.
E H Carpenter	" The Stag
A Smith	North Unit Hardware
W.H. Hall	Madras Pioneer
Wm Thomas	Garage & Service Station
J F Stone Resturant	Resturant
Edna L. Howland	Madras Beauty Shop
E.C. Thompson	Madras Cleaners
Ivan Olsen	General Merchandise
Carl Rhoda	Supt. of High School
T.M. Wendt	Asst. Mgr. - U.S. National Bank
Warren McCorkle	Red Cross Drug Co.
May B Johnson	Postmaster
M.E. Snook	Madras Pharmacy
Billington by G Kelly	The Club
Armintha Hattie	[illegible] OD

	BUSINESS
Paul Lofftus	Cafe
E. R. Van Wert	Madras Market
Lewis A. Nichols	Valley View Dairy
Martha Jones	Safeway Grocery
B. E. Davis	O W Davis Electric Co.

RECEIVED
SEP 18 1947
FOR FILING

Salem, Oregon
September 17, 1947

Mr. H. G. Smith

Mr. Maurice Snook called this office and stated that, during the widening of the highway through Madras, curbs and sidewalks were being placed six feet back from the property of his father and that no arrangements had been made for either acquisition of the property or an easement thereon. The property in question is located in Lot 9, Block No. 20, and is the north 26 feet of the block.

Will you please investigate and advise.

W. C. Williams

WCW:hi

RECEIVED
SEP 2 1947
FOR FILING

16-1015

#2899

August 28, 1947

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

Gentlemen:

We enclose herewith copy of a letter from the Law Firm of Cumming & Brewster acknowledging a payment of $61.35 on the claim of S.B. Johnson against the bond taken from Albert W. Denton, in connection with Contract No. 2899, covering regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

cc: Albert W. Denton

NOTED ON CARD

8-28-47.gl

A. CUNNING
GEO. H. BREWSTER

LAW OFFICES OF
CUNNING & BREWSTER
REDMOND, OREGON

7 August 1947

Sec. of State,
Salem, Oregon.

Dear Sir:

In regard the Notice sent you in the matter of the claim of S.B. Johnson against the bond of the Denton Construction Co., this is to inform you that a payment of $61.35 has been made by Mr. Denton on the claim, but that we do not regard this as settlement of the claim, but merely a payment to be applied on the balance due.

Respectfully,
Geo Brewster
Geo. H. Brewster

REFERRED TO
BY SECRETARY

RECEIVED
AUG 11 1947
OREGON
STATE HIGHWAY COMMISSION

ASBAHR & BURNS
ATTORNEYS AT LAW
509 FAILING BLDG. ATWATER 9307
PORTLAND 4, OREGON

ALBERT A. ASBAHR
ROBERT BURNS

COPY

August 5, 1947

Messrs. Cunning & Brewster
Attorneys at Law
Redmond, Oregon

S. B. Johnson vs.
Re: Denton Construction Company

Gentlemen:

Mr. J. C. Denton has been in our office today consulting us about some problems in connection with the contract he is performing for the Oregon State Highway Department at Madras, and gave to us your letter of August 1, 1947, together with copies of certain documents you filed with the Secretary of State of Oregon and the Oregon State Highway Department concerning a claim for wages made to you by S. B. Johnson. You say: "We assume that the story told us by Mr. Johnson is accurate,...." and ordinarily we attorneys are confronted with no other alternative but to rely on the statements made to us by our clients. However, it is sometimes best, and is our practice, before taking any action which may be calculated to embarrass the opposite party, to contact them and obtain their side of the story, especially where it is apparent from all of the facts that no drastic action is immediately necessary. We believe that if you knew the facts as they really exist, you would not have wanted to embarrass Mr. Denton by filing the notices you did with the Secretary of State and the Oregon State Highway Department.

Mr. Johnson was a truck driver for the Denton Construction Company for a good while and had worked for them on the Ashland job and on the job at Madras. Denton advises us that on Thursday night before your letter was written the next day, Johnson wanted to drive Mr. Denton's truck to Ashland, but that Mr. Denton was of an opinion that in his then present condition, he was not safe to be allowed to drive the truck on the highways of the state and refused to let him have the truck, and a personal altercation took place in which Mr. Denton received some painful physical injuries. One of his ribs was practically broken, or, if not, was badly hurt, and one of his thumbs was painfully injured. He didn't let Johnson have the truck because it belonged to the construction company and they needed it and didn't want to take chances of either Johnson hurting somebody by driving in his then condition, or wrecking the truck. He discharged Johnson the next morning, upon which Johnson demanded payment, but Mr. Denton was unable for the moment to get his bookkeeper to make out the statement.

The total amount earned by Johnson is correct, but that he had been drawing money and other things which were charged against his wages. He was staying at a hotel and Mr. Denton had guaranteed the payment of the bill to the hotel. When settlement was made Sunday morning, the hotel bill was $33.00, which Mr. Denton paid, and the balance due Johnson, according to Mr. Denton's books, is $61.00; Johnson instructed him to send the check for the balance due him to General Delivery at Ashland, Oregon, and Mr. Denton wrote out the check, gave it to a truck driver going through to Ashland Sunday night and a note to be handed to his son, Albert, at Ashland to be deposited in the mail General Delivery, Ashland, Oregon, according to Johnson's directions.

Mr. Denton advises us that the foregoing are the facts, and that he doesn't owe Mr. Johnson anything. It was my understanding that your letter was not called to his attention until sometime Sunday afternoon or Monday and after his trouble with Johnson and the settlement of his account. I believe that upon investigation, you will find that the above is substantially correct. We are sending copies of this letter to the Secretary of State and also to the Oregon State Highway Commission.

Mr. Denton tells us that Johnson was a capable and faithful employee when not indulging, and that no trouble existed between them before until the incident arose over Johnson wanting to drive Mr. Denton's truck to Ashland when in an unsafe condition to do so.

Truly yours,

ASBAHR & BURNS

By (sgd.) ROBERT BURNS

RB:ih

cc: Secretary of State
Oregon State Highway Department

RECEIVED
AUG 6 1947
OREGON
STATE HIGHWAY COMMISSION

1a

RECEIVED
SEP 2 1947
FOR FILING

16-1015

2879

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

August 25, 1947

Mr R H Baldock
State Highway Engineer
Salem, Oregon

Dear Sam:

This refers to your letter of August 20 addressed to me as vice president and general manager of Pacific Power & Light Company. The last half of the title is no longer applicable. Due to physical limitations I am no longer in charge of operating activities.

We had a good many difficulties about making the changes at Madras, mostly because of inability to get everybody to coordinate their efforts. On August 22, R. J. Davidson of our engineering staff, wrote me about the business, and a copy of his letter was sent to you by my secretary. If this does not bring you up-to-date, I suggest that you communicate further with Mr. C. M. Sanford, assistant general manager, Public Service building, Portland 4, Oregon.

Yours very truly,

Lewis A. McArthur
Vice President

LAMcA-GH

Copy to
Mr. Sanford

REFERRED TO
Stiffler

RECEIVED
AUG 26 1947
OREGON
STATE HIGHWAY COMMISSION

File

NOTED
W. W. STIFFLER

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

August 22, 1947

Mr R H Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Receipt is acknowledged of your letter of August 20 addressed to Mr. McArthur in reference to removal of power poles in the city of Madras.

Mr. McArthur has been ill the past several days. However, immediately upon receipt of your letter I got in touch with our engineering department, and I am enclosing herewith letter from Mr. R. J. Davidson, assistant engineer.

If the enclosed letter does not clear up the matter to your entire satisfaction, please let Mr. McArthur know.

Very truly yours,

Gertrude Humphrey

Secretary to Mr. McArthur

Inclosure

RECEIVED
AUG 25 1947
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

Portland, Oregon
August 22, 1947

L. A. McArthur
Office

This is in regard to the letter from R. H. Baldock, State Highway Engineer, to you on August 20th in regard to moving poles off of the widened highway route through Madras.

It was necessary to relocate the power and telephone pole lines in the rear of the business buildings on each side of and adjacent to Third Street (the highway). There were no platted alleys and the city agreed to secure easements for alleys on which the lines could be located. They encountered difficulties with some of the property owners and considerable time was consumed in making the space available.

Mr. Sanford has followed the details on the ground and I have just talked to him on long-distance phone. He tells me that the easements have just been cleared up and that all but two of our poles have been removed, one at the bank corner at Third and D Streets and one at the hardware store corner at Third and B Streets. The new alley lines are to be jointly occupied poles with the Telephone Company. We cannot remove our remaining two poles until the Telephone Company sets additional poles. They plan to start this work on Monday, August 25th, and be completed by September 1st.

R. J. Davidson

RJD:wg

cc: C.M. Sanford

RECEIVED
AUG 25 1947
FOR FILING

16-1015

[illegible]

August 20, 1947

Mr. Lewis A. McArthur
Vice President and General Manager
Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

Dear Mr. McArthur:

We have been trying for the last several months to have a few power poles moved. These interfere with our widening in the city of Madras. The contractor has worked around them up to this time but he is going to start surfacing next week and, of course, it will be very detrimental to the job unless they can be moved before the surfacing operations start.

I would appreciate it very much if you would investigate the reason for this long delay and assist us in getting the poles moved.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

files

RECEIVED
AUG 21 1947
FOR FILING

Glens Falls
INDEMNITY COMPANY
of Glens Falls, N. Y.
R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO 4

Jewett, Barton, Leavy & Kern
General Insurance
SECOND FLOOR LEWIS BUILDING
Telephone ATwater 4122
PORTLAND 4, OREGON

CAPITAL STOCK COMPANY INSURANCE
Standard protection

16-1015

August 18th, 1947

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention, Mr. H. B. Glaisyer

Gentlemen:

Re: Albert W. Denton
State Highway Contract #2899
Regrading and resurfacing on
the Madras Section of The
Dalles-California Highway in
Jefferson County

We acknowledge receipt of your letter of August 12th enclosing Notice of Claim filed by Mr. S. B. Johnson.

We will take this matter up immediately with the contractor and ascertain why the account is in abeyance.

Very truly yours,

JEWETT BARTON LEAVY & KERN

BY J S Leavy

J.S.Leavy
HK

RECEIVED
AUG 20 1947
OREGON
STATE HIGHWAY COMMISSION

TO
Query
to write

NOTED
F. QUERY

ALBERT A. ASBAHR
ROBERT BURNS

ASBAHR & BURNS
ATTORNEYS AT LAW
509 FAILING BLDG. ATWATER 9207
PORTLAND 4, OREGON

RECEIVED
AUG 21 1947
FOR FILING

RTC
BY SECRETARY

August 8, 1947

Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

REFERRED TO
JM Burns

Re: Johnson vs. Denton Construction Company

COPY

Gentlemen:

In connection with the letter addressed to you by the Oregon State Highway Commission under date of August 6, 1947, relative to the Claim of S. B. Johnson against Albert W. Denton on Contract No. 2899 in Jefferson County, Oregon, a copy of which letter we received this date, we are furnishing you with the following data:

1. Two copies of letter from this office dated August 5, 1947, addressed to Messrs. Cunning and Brewster, Redmond, Oregon.

2. That I have had a telephone report from Ashland, Oregon, as of August 6, 1947, from Mr. Denton stating that Mr. Johnson had accepted the $61.00 check representing the balance due him from Mr. Denton.

It appears from the foregoing that this matter is entirely closed and satisfied. It also appears that Mr. Denton carried out the terms of his agreement with Johnson as to the method and time of liquidation of Mr. Johnson's claim.

I arrived in Madras, Oregon, within an hour after this altercation between Mr. Johnson and Mr. Denton and personally investigated the circumstances, and found that Mr. Johnson was heavily under the influence of liquor and in no condition to drive any vehicle on the highways, and that Mr. Johnson's insistence to do so was the cause of the altercation between he and Mr. Denton. I might say further in passing, that the employees in this section and on this and other jobs seem to partake of intoxicating liquors to excess to the point where employers are compelled to make frequent dismissals, which often infuriates the particular employees concerned, who often run to counsel or other public officials in an attempt to cast aspersions or embarrass the contractor.

Yours very truly,

ASBAHR & BURNS

By (sgd.) ALBERT A. ASBAHR

RECEIVED
AUG [illegible] 1947
STATE HIGHWAY COMMISSION

AAA:ih
cc: Secretary of State
Oregon State Highway Department ✓

ASBAHR & BURNS
ATTORNEYS AT LAW
509 FAILING BLDG. ATWATER 9307
PORTLAND 4, OREGON

ALBERT A. ASBAHR
ROBERT BURNS

COPY

August 5, 1947

Messrs. Cunning & Brewster
Attorneys at Law
Redmond, Oregon

S. B. Johnson vs.
Re: Denton Construction Company

Gentlemen:

Mr. J. C. Denton has been in our office today consulting us about some problems in connection with the contract he is performing for the Oregon State Highway Department at Madras, and gave to us your letter of August 1, 1947, together with copies of certain documents you filed with the Secretary of State of Oregon and the Oregon State Highway Department concerning a claim for wages made to you by S. B. Johnson. You say: "We assume that the story told us by Mr. Johnson is accurate,...." and ordinarily we attorneys are confronted with no other alternative but to rely on the statements made to us by our clients. However, it is sometimes best, and is our practice, before taking any action which may be calculated to embarrass the opposite party, to contact them and obtain their side of the story, especially where it is apparent from all of the facts that no drastic action is immediately necessary. We believe that if you knew the facts as they really exist, you would not have wanted to embarrass Mr. Denton by filing the notices you did with the Secretary of State and the Oregon State Highway Department.

Mr. Johnson was a truck driver for the Denton Construction Company for a good while and had worked for them on the Ashland job and on the job at Madras. Denton advises us that on Thursday night before your letter was written the next day, Johnson wanted to drive Mr. Denton's truck to Ashland, but that Mr. Denton was of an opinion that in his then present condition, he was not safe to be allowed to drive the truck on the highways of the state and refused to let him have the truck, and a personal altercation took place in which Mr. Denton received some painful physical injuries. One of his ribs was practically broken, or, if not, was badly hurt, and one of his thumbs was painfully injured. He didn't let Johnson have the truck because it belonged to the construction company and they needed it and didn't want to take chances of either Johnson hurting somebody by driving in his then condition, or wrecking the truck. He discharged Johnson the next morning, upon which Johnson demanded payment, but Mr. Denton was unable for the moment to get his bookkeeper to make out the statement.

The total amount earned by Johnson is correct, but that he had been drawing money and other things which were charged against his wages. He was staying at a hotel and Mr. Denton had guaranteed the payment of the bill at the hotel. When settlement was made Sunday morning, the hotel bill was $33.00, which Mr. Denton paid, and the balance due Johnson, according to Mr. Denton's books, is $61.00; Johnson instructed him to send the check for the balance due him to General Delivery at Ashland, Oregon, and Mr. Denton wrote out the check, gave it to a truck driver going through to Ashland Sunday night and a note to be handed to his son, Albert, at Ashland to be deposited in the mail General Delivery, Ashland, Oregon, according to Johnson's directions.

Mr. Denton advises us that the foregoing are the facts, and that he doesn't owe Mr. Johnson anything. It was my understanding that your letter was not called to his attention until sometime Sunday afternoon or Monday and after his trouble with Johnson and the settlement of his account. I believe that upon investigation, you will find that the above is substantially correct. We are sending copies of this letter to the Secretary of State and also to the Oregon State Highway Commission.

Mr. Denton tells us that Johnson was a capable and faithful employee when not indulging, and that no trouble existed between them before until the incident arose over Johnson wanting to drive Mr. Denton's truck to Ashland when in an unsafe condition to do so.

Truly yours,

ASBAHR & BURNS

By (Sgd.) ROBERT BURNS

RB:ih

cc: Secretary of State
Oregon State Highway Department

RECEIVED
AUG 14 1947
FOR FILING

16-1015

August 12, 1947

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of 181.54, which has been filed in the office of the Secretary of State by S. B. Johnson against the bond taken from the Denton Construction Company, John Doe Denton, principal, in connection with State Highway Contract No. 2899, covering regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

cc: Mr. Albert W. Denton
509 Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
8-12-47

RECEIVED
AUG 14 1947
FOR FILING

16-1015

August 12, 1947

Hon. Robert S. Farrell, Jr.
Secretary of State
Capitol Bldg.
Salem, Oregon

Dear Mr. Farrell:

This acknowledges receipt of your letter of August 8, enclosing copies of a claim in the amount of $81.54 which has been filed in your office by S. B. Johnson against the bond taken from the Denton Construction Co., John Doe Denton, principal, in connection with State Highway Contract No. 2899, covering regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that this claim has been filed.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

NOTED ON CARD

[illegible]

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

August 6, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received and filed August 4th, a notice of claim by S. B. Johnson for labor done as a carpenter and truck-driver during the month of July, 1947, for installing and preparing forms for manholes and catch-basins, and for hauling gravel, in the sum of $181.54, against the bond taken from the Denton Construction Co., John Doe Denton, principal, for the contract with the Oregon State Highway Department for the work of refinishing a stretch of highway in and around Madras, Oregon.

The notice has been filed as claim No. 3091 and three copies are enclosed for your files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Robt S Farrell Jr
Secretary of State

F:FT
ENC.

REFERRED TO
BY SECRETARY

RECEIVED
AUG 8 1947
OREGON
STATE HIGHWAY COMMISSION

Law Offices of

CUNNING & BREWSTER

Redmond, Oregon

1 August 1947

Secretary of State,
State of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, S.B. Johnson has a claim for labor done as a carpenter and truck-driver during the month of July, 1947, for installing and preparing forms for manholes and catchbasins, and for hauling gravel, in the sum of $181.54, against the bond taken from the Denton Construction Co., John Doe Denton, principal, for the contract with the Oregon State Highway Department for the work of refinishing a stretch of highway in and around Madras, Oregon.

(signed) S. B. JOHNSON

ENDORSED
File No. 3091
Filed August 4, 1947
Robert S. Farrell, Jr., Secretary of State

RECEIVED
AUG 21 1947
FOR FILING

14-1115

#2899

ROBERT S. FARRELL JR.
SECRETARY OF STATE
SALEM, OREGON

August 12, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building
Salem, Oregon

Dear Sir:

Enclosed is a copy of a letter from Geo. H. Brewster relative to the notice of claim by S. B. Johnson in connection with highway construction work, filed in this office August 4, 1947, File No. 3091.

Very truly yours,

Robt S Farrell Jr

Secretary of State

F:FL

Enc.

RECEIVED
AUG 13 1947
OREGON
STATE HIGHWAY COMMISSION

Law Office of

CUNNING & BREWSTER
Redmond, Oregon

COPY

7, August 1947

Sec. of State,
Salem, Oregon.

Dear Sir:

In regard the Notice sent you in the matter of the claim of S. B. Johnson against the bond of the Denton Construction Co., this is to inform you that a payment of $61.35 has been made by Mr. Denton on the claim, but that we do not regard this as settlement of the claim, but merely a payment to be applied on the balance due.

Respectfully,

GEO. BREWSTER

Geo. H. Brewster.

note on card

NOTED ON CARD
8-13-47, gl

RECEIVED
AUG 13 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

16-1015

August 6, 1947

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agent
Lewis Building
Portland 4, Oregon

Gentlemen:

For your information we enclose herewith a copy of a letter we received from the Law Firm of Cumming & Brewster, Redmond, Oregon, in which they enclosed a claim filed with the Secretary of State on behalf of Mr. S. B. Johnson, for labor performed by Mr. Johnson which he claims is due him. This claim is filed against Albert W. Denton on contract No. 2899, covering regrading and surfacing on the Madras Section of The Dalles-California Highway, in Jefferson County. A copy of the claim is also enclosed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

cc: Albert W. Denton
509 Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
8-6-47 gl

CUNNING
GEO. H. BREWSTER

LAW OFFICES OF
CUNNING & BREWSTER
REDMOND, OREGON

1 August 1947

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

Enclosed find a copy of a notice against a contractor's bond on public works in re a contract let by you to the Denton Construction Co., for refinishing a stretch of highway in and around Madras, Oregon.

Mr. Denton refuses to pay Mr. S.B. Johnson the money due Mr. Johnson for labor expended by him on a labor contract.

We are sending Mr. Denton a copy of the notice and a copy of this letter, and if he refuses to pay upon receipt thereof, we will be obliged to institute appropriate action against him.

Very truly yours,

Geo. H. Brewster

RECEIVED
AUG 4 1947
OREGON
STATE HIGHWAY COMMISSION

MAX A. CUNNING
GEO. H. BREWSTER

LAW OFFICES OF
CUNNING & BREWSTER
REDMOND, OREGON

1 August 1947

Secretary of State,
State of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, S.B. Johnson has a claim for labor done as a carpenter and truck-driver during the month of July, 1947, for installing and preparing forms for manholes and catchbasins, and for hauling gravel, in the sum of $181.54, against the bond taken from the Denton Construction Co., John Doe Denton, principal, for the contract with the Oregon State Highway Department for the work of refinishing a stretch of highway in and around Madras, Oregon.

(signed) S B Johnson

RECEIVED
JUL 9 1947
FOR FILING

July 8, 1947

Denton Construction Company
P. O. Box 1199 McLoughlin Heights
Vancouver, Washington

Gentlemen:

I am advised that you are making very slow progress on your Contract No. 2899, Madras Section.

The Commission at a recent meeting decided that there was no longer any reason to exercise the leniency with respect to time limits which was necessary during the war and during the first year of the postwar readjustment and it would exact penalties on the jobs not completed within the specified time; therefore, we will appreciate it if you will so expedite your work that it can be completed within the time limit. Please advise your schedule.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
cc: T. H. Banfield
A. W. Schaupp
Ben R. Chandler
H. G. Smith
Wm. E. Chandler

RECEIVED
MAY 17 1947
FOR FILING

16 - 1015

May 17, 1947

Mr. Albert W. Denton
509 Failing Bldg.
Portland 4
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2899, which was awarded to you on April 24, 1947 by the State Highway Commission, covering the Madras Section of the The Dalles-California Highway in Jefferson County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY - 7 1947
FOR FILING

16-1915

#2299

May 1, 1947

Honorable Adrian A. Smith, Mayor
Madras, Oregon

Dear Sir:

The Oregon State Highway Commission awarded a contract on April 24 for the construction of the project in the City of Madras.

This is also to advise that the cooperative agreement executed by the city authorities on the 12th day of March, 1947 and approved by the Commission on March 25, 1947 provides that the city will cause to be removed, as soon as legally possible, the existing sidewalks from "D" Street northerly to "B" Street, and shall institute the necessary proceedings to cause said sidewalks to be reconstructed at the expense of the city or the adjacent property owners, also, that the city will cause to be relocated or reconstructed, all water, gas, electric, and other utility conduits or poles.

It will be appreciated, therefore, if the city will immediately commence the necessary resolutions or ordinances required to carry out the provisions which are an obligation of the city, in order that the contractor may not be hindered in the performance of the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Oscar Cutler

RECEIVED
APR 26 1947
FOR FILING

16-1015

April 25, 1947

Mr. Albert W. Denton
509 Failing Building
Portland 4, Oregon

Dear Sir:

The State Highway Commission on April 24, 1947, awarded you the contract for grading, surfacing, and widening of Willow Creek Bridge on the Madras Section of The Dalles-California Highway in Jefferson County. This award was based on your low bid of $59,974.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

20-1121 Springfield Junction Section
Pacific & McKenzie Highways 1947

#2900

RECEIVED
SEP 5 1947
FOR FILING

20-1121

September 4, 1947

Standard Accident Insurance Co.
A. D. Trunkey, Agent
818 Spalding Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2900, covering Irrigating System on the Springfield Junction Section of the Pacific and McKenzie Highway, in Lane County, has been completed by the contractor, C. S. Whitcomb Company, and that final payment in the amount of $200.00 will be made on or after September 15, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $1,104.11, and that no force account work was performed therein. This contract was completed on May 27, 1947 and accepted by the Commission on June 17, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

9-4-47 g8

RECEIVED
[illegible]
FOR FILING

21-1121

COPY

Eugene, Oregon
July 30, 1947

Inspection of Irrigating
System Installed at
Springfield Junction
Islands.

Mr. R.H. Baldock
State Highway Engineer
State Office Building
Salem, Oregon

Dear Sir::

Final inspection was made and approved of the irrigating system installed at Springfield Junction islands, contract #2900, therefore, it is recommended that final payment be made to Mr. C. S. Whitcomb, contractor who made the installation.

Very truly yours,

(Signed)
E. E. Umphlette
Resident Engineer

EU: 2c

cc/ S. H. Boardman

Original filed in Probert's office - Contract file

RECEIVED
JUL [illegible] 1947
FOR FILING

[illegible] - 1121

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1947

SUBJECT: Inspection of Irrigation System installed at Springfield Junction Islands.

To:

Mr. R. H. Baldock
State Highway Engineer
State Office Building
Salem, Oregon

Dear Mr. Baldock:

Final inspection was made by E. A. Meola, Landscape Architect, and E. E. Umphlette, Resident Engineer, of the irrigation system installed at Springfield Junction islands.

The system was checked together with Mr. C. S. Whitcomb, Contractor who made the installation.

The discrepancies as reported in the semi-final acceptance was discussed and satisfactory agreement made for connection.

It is therefore recommended that the final acceptance, when forwarded by the Resident Engineer, be approved for payment.

Sincerely yours,

S. H. Boardman
S. H. Boardman
State Parks Superintendent

SHB:EAM:jf

cc: E. E. Umphlette

NOTED

Copy sent to [illegible] 7-29-47 bh

RECEIVED
JUL 21 1947
FOR FILING

20-1131

2900

July 17, 1947

Standard Accident Insurance Company
A. D. Trunkey, Agent
818 Spalding Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to C.S. Whitcomb Company, on contract No. 2900, covering Springfield Junction Section of the Pacific and McKenzie Highway in Lane County. This payment, in the amount of $904.11, will be made on or after July 28, 1947. The retained percentage is $200.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

7-17-47 JF

Form E-1—5M—6-44

30-1121

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 24, 1947

Section Springfield Junction

Kind of work Irrigating System

Highway Pacific & McKenzie

Section prefix 20-1121

Contractor C.S.Whitcomb d.b.a. C.S.Whitcomb Co.

Contract number 2900

Date of contract April 24, 1947

Date of completion May 31, 1947

Date work started May 19, 1947

Estimated date of completion " ", 1947

Amount of contract . . . . $ 1,069.00

Per cent of time elapsed 82 %

Estimated cost of completed project, exclusive of engineering . . . . $ 3,000.00

Per cent of contract completed, based on total contract price . . . . 60 %

Engineering cost to date, $ 125.00, 4 %

Date project was completed ...., 19..

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor started work May 19th, by trenching for pipe to install irrigating system. The trenching for pipe is 90% complete and approx. 30% of pipe has been laid.

The Glenwood Water Board has made connection to their water main and installed a 1-inch water meter.

NOTED
E. A. [illegible]

NOTED
H. W. LIBBY

Signed E. E.

Address Box 507, Eugene

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	Irrigating ~~GRADING~~ System	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	~~0~~ 1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3					1	4
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
MAY 17 1947
FOR FILING

22-1121

May 17, 1947

Mr. C. S. Whitcomb
6038 N.E. Simpson St.
Portland 13
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2900, which was awarded to you on April 24, 1947 by the State Highway Commission, covering the Springfield Junction Section of the Pacific and McKenzie Highway in Lane County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 26 1947
FOR FILING

20-1121

April 25, 1947

Mr. C. S. Whitcomb
6038 Northeast Simpson
Portland 13, Oregon

Dear Sir:

The State Highway Commission on April 24, 1947, awarded you the contract for installation of a concealed irrigation system on the Springfield Junction Section of the Pacific and McKenzie Highways in Lane County. This award was based on your low bid of $1,069.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

21-4215 Depot Slough Trestle Bridge
Corvallis-Newport Highway 1947
#2901

RECEIVED
JAN 30 1948
FOR FILING

21-4215

January 29, 1948

Glens Falls Indemnity Co.
Glens Falls
New York

Gentlemen:

This to advise you that State Highway Contract No. 2901 for work on the Depot Slough Bridge on the Corvallis-Newport Highway, in Lincoln County, has been completed by the contractor, Tom Lillebo, and that final payment in the amount of $1,527.93 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $18,782.42, and that no force account work was performed therein. This contract was completed on January 22, 1948 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be at the meeting of the Commission next week.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Agent
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
1-29-48 gl

RECEIVED
FOR FILING

21-4215

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1948

SUBJECT: Depot Slough Bridge
Contract No. 2901

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Tom Lillebo completed work on the Depot Slough Bridge on the Corvallis-Newport Highway in Lincoln County on January 22, 1948. Will you please secure authority from the Commission to pay the final estimate on this job.

Our records indicate that the contractor has been granted time extensions sufficient to cover the completion date.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

CAG/ds

cc W. A. Reeves
Goldie Lewis

APPROVED BY HIGHWAY COMMISSION
DATE February 3, 1948
Secretary

REFERRED TO
BY SECRETARY

OFFICE COPY

RECEIVED
JAN 22 1948
FOR FILING

21-4215

January 21, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 244 days, from September 30, 1947 to May 31, 1948, within which to complete your contract No. 2901 for the Depot Slough Bridge on the Corvallis-Newport Highway in Lincoln County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

NOTED ON CARD

RECEIVED
DEC 17 1947
FOR FILING
21-4215

December 16, 1947

Oregon State Highway Commission

Gentlemen:

Herewith request of Tom Lillebo for an extension of time from September 30, 1947 to May 31, 1948 to complete work on Contract No. 2961, Depot Slough Bridge near Toledo in Lincoln County.

All work is completed on this project except for the painting of the handrails. This painting cannot be properly done during the winter season, and I recommend that the extension be granted without penalty so that the painting can be done in suitable weather.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith
G. S. Paxson

RECEIVED
JUN 20 1947
FOR FILING
21-4215

June 19, 1947

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2901, which was awarded to you on April 24, 1947 by the State Highway Commission, covering Depot Slough Bridge on the Corvallis-Newport Highway in Lincoln County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 26 1947
FOR FILING

21-4215

April 25, 1947

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

The State Highway Commission on April 24, 1947, awarded you the contract for construction of a 169 ft. pile trestle bridge over Depot Slough on Corvallis-Newport Highway in Lincoln County. This award was based on your low bid of $19,279.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

32-4204 Minam-Wallowa Lake Section 1947
Two highways and one county road.
#2902

RECEIVED
FOR FILING
R H Baldock
32-4204

NOTED
State Highway Engineer

October 21st, 1947

Minam-Wallowa Lake
Prefix 32-4204
Contract #2902

FINAL COST ANALYSIS
Reoiling

Joseph-Wallowa Lake Highway,
Wallowa Lake Highway and the
Hurricane Creek County Road

J. C. Compton Co., Contractors
E. F. Chidsey, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Unit "A"						
Preparation of Base	27.16	Mile	$17.58	$100.00	$477.47	$2,716.00
Placing Aggregates	4,521	Cu. Yd.	0.88	0.85	3,978.48	3,842.85
Hauling Aggregates	10,367	Yd. Mi.	0.225	0.15	2,332.58	1,555.13
Furnish & Place 200-300 Asphalt	379.37	Ton	36.27	33.00	13,759.75	12,519.21
Unit "B"						
Preparation of Base	5.35	Mile	17.58	100.00	94.05	535.00
Placing Aggregates	827	Cu. Yd.	0.88	1.00	727.76	827.00
Hauling Aggregates	1571.5	Yd. Mi.	0.225	0.20	353.58	314.30
Furnish & Place 200-300 Asphalt	69.58	Ton	36.27	33.50	2,529.14	2,330.93
					$24,252.81	$24,640.42
Work Done for City of Wallowa						495.48
						$25,135.90

Gross Revenue	$25,135.90
Total Cost	24,252.81
Net Profit	$883.09

Net Profit Equals 3.5% of Gross Revenue

Minam-Wallowa Lake

Detail of Cost

Labor:			
Supervision		$985.17	
Labor		4,222.71	
State Industrial Accident Insurance		199.21	
Social Security & Unemployment Insurance		208.32	$5,615.41
Materials:			
200-300 Asphalt	448.95 Ton at $18.00	$8,081.10	
Freight on Asphalt		4,040.55	12,121.65
Equipment Rental & Miscellaneous:			
Equipment Rental		$4,300.90	
Gas, Oil & Grease		1,016.34	
Expense Accounts		267.05	
PL & PD Insurance		54.60	
P.U.C. Fees		89.10	
Small Tools & Misc.		79.43	
Bond		184.80	
Demurrage		11.33	
Home Office & General Overhead		512.20	6,515.75
Total Cost			$24,252.81

Minam-Wallowa Lake
Breakdown of Oiling Costs

Total Amounts:

Preparation of Base	32.51 Miles
Place Aggregates	5,348 Cu. Yd.
Haul "	11,938.5 Yd. Mi.
Furnish & Place 200-300 Asphalt	448.95 Ton

Preparation of Base:

Move	$36.50	
Flag	40.00	
Preparation	495.00	
	$571.50 32.51	= $17.58 per Mile

Place Aggregates:

Move	$290.30	
Flag	247.90	
Load & Place Aggregates	4,174.45	
	$4,712.65 5,348	= $0.88 per Cu. Yd.

Haul Aggregates:

Move	$144.70	
Flag	124.30	
Haul	2,418.68	
	$2,687.68 11,938.5	= $0.225 per Yd. Mi.

Furnish & Place 200-300 Asphalt:

Furnish 200-300 Asphalt 448.95 Ton at $18.00	$8,081.10	
Freight on Asphalt 448.95 Ton at $9.00	4,040.55	
	$12,121.65 448.95	= $27.00 per Ton

Heat Asphalt:

Move	$81.60	
Heat	1,319.93	
	$1,401.53 448.95	= $3.12 per Ton

Haul Asphalt:

Move	$74.95	
Haul	1,028.94	
	$1,103.89 448.95	= $2.47 per Ton

Place Asphalt:

Move	$121.58
Flag	234.15
Place	1,298.18

$\frac{\$1,653.91}{448.95}$ = $3.68 per Ton

Total . . . . $36.27 per Ton

Minam-Wallowa Lake

Remarks:

This was a "State Project" calling for the reoiling of 31.15 miles of state and county highways which was bid and awarded to the J. C. Compton Company on April 24th, 1947.

The contractor moved into the vicinity of this project on a sub-contract to lay an oil mat wearing surface on another project, starting this project upon the completion of the sub-contract and finishing his oiling program for the year upon its completion. Move in costs were almost nil due to the close proximity of the jobs but as the contractor finished for the year and moved all equipment to McMinnville a rather large item for move out is included.

Equipment used by the contractor consisted of one ½ cu. yd. shovel, eight 4 cu. yd. trucks, two 10-ton rollers, one 1,500-gallon distributor, two #11 and one #12 blades, two 1,500-gallon transports, one Cleaver-Brook boiler, one truck-mounted retort, three pickups, one pilot car, one service truck, two flatbed trailers and miscellaneous small tools.

The project progressed very smoothly but high labor costs and the small amount of rock used in this particular kind of reoiling per ton of oil tended to raise the costs of loading and placing aggregates and allowed the contractor only a small profit on Unit "B" while showing a slight loss on Unit "A". Hauling also showed a loss on both units due mainly to the above reasons.

Preparation of base was bid as a standard item at the average going bid price by the contractor. As this item consisted solely of brooming the edges of the present oil a large profit was made on both units.

Furnishing and placing asphalt also showed a loss for both units. Due mainly to higher labor costs the cost of heating, hauling and placing has raised 100% over prewar costs. This increase added to a base cost of $27.00 per ton for asphalt delivered to the job site would not allow a profit to the contractor at the prices bid for this project.

This project had good supervision and good progress was made considering the type of work but extremely high labor costs and the increased cost of materials allowed the contractor only a negligible profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

w

RECEIVED
SEP 26 1947
FOR FILING

32-4204

2902

September 25, 1947

Jewett, Barton, Leavy and Kern, Agent
Glens Falls Indemnity Company
Lewis Building
Portland 4, Oregon

Gentlemen:

You are hereby notified that state highway Contract No. 2902 for work on the Minam-Wallowa Lake Section of the Wallowa Lake and Joseph-Wallowa Lake Highways and the Hurricane Creek County Road in Wallowa County, has been completed by the contractor, J. C. Compton Co., and that final payment in the amount of $750.00 will be made on or after October 6, 1947.

The state is not advised of any unpaid claims for labor and materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $24,640.42 and that no force account work was performed therein. This contract was completed on July 22, 1947 and was accepted by the Commission on August 26, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

dr

NOTED ON CARD
9-26-46 gl

RECEIVED
AUG 7 1947
FOR FILING

32-4204

August 5, 1947

Glens Falls Indemnity Company
Jewett, Barton, Leavy and Kern, Agent
Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J.C. Compton Company, on contract No. 2902, covering the Minam-Wallowa Lake Section of the Wallowa Lake, Joseph-Wallowa Lake and Hurricane Creek County Road, in Wallowa County. This payment, in the amount of $16,441.75, will be made on or after August 15, 1947. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

8-5-47

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

Form E-1—5M—7-46

32-4204

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1947

Section Minam- Wallowa Lake, Joseph-Wallowa Lake

Kind of work 0-30 oiling

Highway and Hurricane Creek Co. Road

Section prefix 32-4204

Contractor J. C. Compton

Contract number 2902

Date of contract April 24, 1947, 19

Date of completion August 15, 1947

Date work started June 25, 1947

Estimated date of completion July 22, 1947

Amount of contract $25,964.00

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering $25,964.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $25,964.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed the oiling on this project on Friday of this week. He will continue to maintain the oil surface and blade the shoulders during the next four days and will complete the job early next week.

NOTED [illegible]

[illegible] 1947

NOTED H. W. LIBBY

NOTED E. A. PEASE

Signed E. H. [illegible]

Address LaGrande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
MAY 17 1947
FOR FILING

32-4214

May 17, 1947

J. C. Compton Co.
Room 10, U.S. National Bank Bldg.
McMinnville
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2902, which was awarded to you on April 24, 1947 by the State Highway Commission, covering Minam-Wallowa Lake Section of the Wallowa Lake, Joseph-Wallowa Lake and Hurricane Creek County Road Highways, in Wallowa County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
APR 26 1947
FOR FILING

32-4204

April 25, 1947

J. C. Compton Company
Post Office Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on April 24, 1947, awarded you the contract for reoiling on the Minam-Wallowa Lake Section on the Wallowa Lake and Joseph-Wallowa Lake Highways, and on the Hurricane Creek County Road in Wallowa County. This award was based on your low bid of $25,964.00 submitted on that date.

Contract forms will be sent to you for execution within a few days!

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

S-90(1) N. Unit, Grant Co. Line-Crow 1947
Flat Sec., John Day-Burns Hwy.
#2903

RECEIVED
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of modification of agreement for Oregon Project S-90(1), North Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encls.

Oregon Federal A[illegible]condary Project No. S-90(1) WASpr 7284

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement made on July 9, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated Oregon Federal Aid Secondary Project No. S-90(1); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $153,000.00 to $177,700.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy-seven thousand, seven hundred and 00/100 dollars ($177,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred seventy-seven thousand, seven hundred and 00/100 dollars ($177,700.00), which does not exceed the authorized Federal pro rata share of three hundred twenty-one thousand, one hundred seventy-five and 80/100 dollars ($321,175.80), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on March 1, 1949.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission

RECOMMENDED FOR APPROVAL
____
STATE HIGHWAY ENGINEER

Attest ______________________
SECRETARY

COMMISSIONER OF PUBLIC ROADS

By ______________________
Division Engineer
U.S. Public Roads Administration.

RECEIVED
FEB 25 1949
FOR FILING

S-90(1)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the North Unit, Grant County Line-Crow Flat Section, Project No. S-90 (1).

The amount of Federal funds setup in the enclosed estimate conforms to the amount requested in the final voucher submitted a few days ago. Also, the funds requested do not exceed the programmed amount as setup in the program approved by your department August 13, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-90 (1)

NORTH UNIT, GRANT COUNTY LINE-CROW FLAT SECTION
OF THE JOHN DAY-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1949

Type Code 5231
Roadway (Sta. 1208+50 to 1543+94.1)

All Required		Clearing and Grubbing		$ 6,000.00
290	cu. yds.	Structural Excavation, Unclassified	$ 3.00	870.00
370	cu. yds.	Trench Excavation, Unclassified	2.00	740.00
81,500	cu. yds.	General Excavation, Unclassified	0.75	61,125.00
212,000	yd. sta.	Short Overhaul	0.02	4,240.00
3,100	C-yd. sta.	Long Overhaul	0.50	1,550.00
4,100	lin. ft.	Rounding Cutbanks	0.20	820.00
6.31	miles	Finishing Roadbed and Slopes	600.00	3,786.00
1,430	lin. ft.	18" Corr. Metal Pipe	4.00	5,720.00
20	lin. ft.	24" Corr. Metal Pipe	5.50	110.00
20	lin. ft.	60" Corr. Metal Pipe	16.00	320.00
70	lin. ft.	43" Arch-Type Corr. Metal Pipe	10.00	700.00
90	lin. ft.	50" Arch-Type Corr. Metal Pipe	12.00	1,080.00
280	lin. ft.	Salvaging Culvert Pipe	2.00	560.00
8	cu. yds.	Cement Rubble Masonry	30.00	240.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.25	81,000.00
15,100	cu. yds.	4" - 2" Rock in Base	2.40	36,240.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	19,440.00
1,700	M-gal.	Sprinkling	2.00	3,400.00
6.31	miles	Preparation of Base	200.00	1,262.00
700	cu. yds.	3/4" - 0" Rock in Binder Course	4.10	2,870.00
4,100	cu. yds.	Furnishing and Placing Aggregates	4.10	16,810.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	4,800.00
280	tons	Furnishing and Placing 151-200 Asphalt	43.00	12,040.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	3,200.00
			Subtotal	$268,923.00
			10% Engr. & Cont.	26,892.30
			Total	$295,815.30

Item Code [illegible]

Structure (Sta. 1292+34.4 to 1292+55.6) (Sta. 1297+62.8 to 1297+67.2)

210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 630.00
500	cu. yds.	General Excavation, Unclassified	0.75	375.00
260	cu. yds.	Class "A" Concrete	60.00	15,600.00
43,000	lbs.	Metal Reinforcement	0.15	6,450.00
		Subtotal		$ 23,055.00
		10% Engr. & Cont.		2,305.50
		Total		$ 25,360.50

Length of Roadway 6.311 miles
Length of Structure .008 mile
Total Length 6.319 miles
Cost per mile, Roadway $46,872.96

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$295,815.30	$163,669.00	$132,146.30
Structure	25,360.50	14,031.00	11,329.50
	$321,175.80	$177,700.00	$143,475.80

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

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2903

L-70 (1)

November 16, 1948

Mr. F. M. Swayze
Vice President
The First National Bank of Hermiston
Hermiston, Oregon

Dear Mr. Swayze:

In your letter of November 8, 1948, you advise that you have received from Mr. Frank Sargent an assignment of monies due him for work performed for E. C. Hall Company on the Crow Flat-John Day Highway job. The assignment is in the amount of $1,300.88. You further state that this amount was to be paid to your bank when the state paid Mr. Hall, but that you have not received such payment. You inquire when the funds will be available.

In checking the record I find that the project to which you refer is State Highway Contract No. 2903 for grading and surfacing the North Unit, Grant Count, Line-Crow Flat Section of the John Day-Burns Highway, in Harney County; also, that the final warrant for this job, in the amount of $8,622.68, was mailed to E. C. Hall Company on November 10, 1948, and should now be in the hands of the contractor.

The State Highway Commission knows nothing of any assignment by Frank Sargent to you. It is not in position to protect your account. It appears that it is a matter entirely with Mr. Sargent, the bank, and E. C. Hall Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc - Mr. Floyd Query

NOTED ON CARD

11-16-48

MEMBER FEDERAL RESERVE SYSTEM

THE FIRST NATIONAL BANK
OF HERMISTON
HERMISTON, OREGON

REFERRED TO [illegible] BY SECRETARY

Please get me data for reply [illegible]

Nov. 8, 1948

Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

On April 30, 1948 we took an assignment from Frank Sargent for funds due him for work performed on the Crow Flat- John Day Highway job which was accepted by the E. C. Hall Construction Co. on May 4th.; showing the amount due Mr. Sargent as $1300.88.

The above amount was to be paid to the bankwhen the State paid Hall.

We understood such payment would be made sometime in July but as yet no money has been received.

Will you please advise us approximately when these funds will be available?

Thank you,

The First National Bank of Hermiston
by: F M Swayze
F. M. Swayze
Vice Pres.

NOTED ON CARD
11-10-48 g.c.

RECEIVED
NOV 10 1948
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
BY SECRETARY

Voucher

15826 — final voucher on Cont. 2903 —
warrant for $8622.68 out 11-10- to Hall

(This assignment not filed with us)

R. H. Bald k

RECEIVED

FOR FILING

NOTED

November 1st, 1948

FINAL COST ANALYSIS

N. Unit, Grant Co. Line-Crow Flat
Contract #2903

J. T.

Grade, Surface & Oil
E. C. Hall Company, Contractor
J. T. Burch, Resident Engineer

State Highway John Day-Burns Highway
Prefix 13-1022-201(46)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All			6000.00	2876.00 ~~$6,000.00~~	$6,000.00
St. Excav., Unclass.	517.6	Cu. Yd.	$1.76	$3.00	914.97	1,552.80
Tr. " "	307.6	" "	1.54	2.00	477.71	615.20
Gen'l. Excav., Unclass.	72,549.8	" "	0.53	0.75	38,549.76	54,412.35
Short Overhaul	176,514.7	Yd. Sta.	0.017	0.02	3,001.19	3,530.29
Long Overhaul	2,453.4	C-Yd. Sta.	0.44	0.50	1,069.30	1,226.70
Rounding Outbanks	3,779	Lin. Ft.	0.24	0.20	916.69	755.80
Finishing R/B & Slopes	6.31	Mile	661.65	600.00	4,175.06	3,786.00
18" Corr. Metal Pipe	1,374	Lin. Ft.	2.42	4.00	3,327.02	5,496.00
24" " " "	36	" "	3.75	5.50	135.18	198.00
60" " " "	14	" "	16.33	16.00	228.63	224.00
43" Arch Type Corr. Metal Pipe	60	" "	7.86	10.00	471.72	600.00
50" Arch Type Corr. Metal Pipe	84	" "	9.50	12.00	797.68	1,008.00
Salvaging Culvert Pipe	213	" "	0.97	2.00	205.70	426.00
Cement Rubble Masonry	6.03	Cu. Yd.	52.70	30.00	316.65	180.90
Class "A" Concrete in Box Culvert	256.417	" "	48.30	60.00	12,406.92	15,385.02
Metal Reinforcement	41,143.8	Lb.	0.14	0.15	5,783.35	6,171.57
2"-0" Rock in Subbase	31,955	Cu. Yd.	2.17	2.25	69,318.65	71,898.75
4"-2" " " Base	13,437	" "	2.27	2.40	30,557.87	32,248.80
3/4"-0" Rock in Base and Shoulders	8,238.5	" "	2.30	2.40	18,931.17	19,772.40
Sprinkling	3,685.4	M/Gal.	1.28	2.00	4,725.25	7,370.80
*Preparation of Base	6.31	Mile	103.23	200.00	651.38	1,262.00
*3/4"-0" Rock in Binder Course	854	Cu. Yd.	2.74	4.10	2,338.59	3,501.40

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Furnish & Place Aggregates	4,362	Cu. Yd.	$2.74	$4.10	$11,944.90	$17,884.20
*Furnish & Place RC-3 in Binder	116.89	Ton	38.18	40.00	4,462.86	4,675.60
*Furnish & Place 151-200 Asphalt	258.34	"	29.28	43.00	10,147.60	11,108.62
*Furnish & Place RC-3 in Seal Coat	77.28	"	38.18	40.00	2,940.60	3,091.20
3/4"-½" Cr. Rock in S.P.	1,113	Cu. Yd.	1.93	2.35	2,146.05	2,615.55
½"-¼" " " " "	751.3	" "	1.93	2.35	1,448.63	1,765.56
¼"-0" " " " "	466.9	" "	1.93	2.35	900.26	1,097.22
S.P. Screen Rejects	203.4	" "	0.25	0.25	50.85	50.85
S.P. Haul Adj., Favor of State	- 879.98	Yd. Mi.				- 88.00
PA #1, Screen Rejects on Road	438	Cu. Yd.	0.25	0.25	109.50	109.50
PA #2, Purchase Excess 2"-0" Rock	302.9	" "	1.36	1.60	411.94	484.64
PA #3, Purchase Excess 4"-2" Rock	540.9	" "	1.36	1.60	735.62	865.44
PA #4, Cement Adj., Favor of State	11.05	Bbl.	2.85	2.85	31.49	31.49
PA #5, W/R-0 Crushed Rock on Road	701.9	Cu. Yd.	2.22	1.60	1,556.74	1,123.04
PA #6, Purchase Excess 1¼"-3/4" Rock	311.5	" "	1.93	2.35	600.62	732.03
PA #7, Purchase Excess 3/4"-0" Rock in S.P.	188.9	" "	1.36	2.00	256.90	377.80
PA #7, Purchase Excess 3/4"-0" Rock on Road	116.2	" "	2.22	2.00	257.72	232.40
					$240,178.72	$283,779.92

	Revenue	Cost	Profit	% Profit
Work Done by E. C. Hall Co.	$256,340.10	$216,720.68	$39,619.42	15.5
*Work Done by J. C. Compton	27,439.82	23,458.04	3,981.78	14.5
Total Project	$283,779.92	$240,178.72	$43,601.20	15.4

Detail of Cost

E. C. Hall Company

Labor:			
Labor		$66,009.10	
Supervision		17,960.81	
State Industrial Accident Insurance		1,889.33	
Social Security		839.70	
Unemployment Insurance		2,183.22	
			$88,882.16
Materials:			
Reinforcing Steel	41,143.8 Lbs. at $0.055	$2,268.03	
Cement	450 Bbl. at 2.85	1,282.50	
18" Corr. Metal Pipe	1,374 Lin. Ft. at 2.05	2,816.70	
18" " " " Bands	61 at 2.96	180.56	
24" Corr. Metal Pipe	36 Lin. Ft. at 3.17	114.12	
24" " " " Bands	2 at 3.69	7.38	
60" Corr. Metal Pipe	14 Lin. Ft. at 13.45	188.30	
60" " " " Bands	1 at 24.63	24.63	
43" Arch Type Corr. Metal Pipe	60 Lin. Ft. at 6.82	409.20	
43" Arch Type Corr. Metal Pipe Bands	2 at 6.66	13.32	
50" Arch Type Corr. Metal Pipe	84 Lin. Ft. at 8.01	672.84	
50" Arch Type Corr. Metal Pipe Bands	4 at 7.69	30.76	
			8,008.34
Equipment Rental & Miscellaneous:			
Equipment Rental		$56,229.00	
Rented Equipment		4,031.38	
Rented Trucks - Includes Gas, Oil & Grease But Not Labor		15,581.08	
Gas, Oil & Grease		13,456.03	
Explosives		3,482.68	
Drill Steel		102.00	
Oxygen and Acetylene		455.27	
Freight and Cartage		2,259.35	
Move In		3,527.11	
Small Tools & Misc.		3,853.04	
Bond		2,226.85	
Home Office & General Overhead		5,975.00	
			111,178.79
Payment to Sargent, Subcontractor on Box Culverts			8,651.39
Total Cost			$216,720.68

Breakdown of Crushing Costs

	Cost	Amount	Cost Per Cu. Yd.
Prepare Site	$1,562.30	63,340 Cu. Yd.	$0.025
Load & Shoot	16,651.90	" " "	0.263
Set Up Plant	3,790.50	" " "	0.060
Load to Crusher	16,230.40	" " "	0.256
Haul to Crusher	9,374.35	" " "	0.147
Crush	38,591.15	" " "	0.609
Cost in Bunker			$1.360

Detail of Cost

J. C. Compton, Subcontractor

Labor:		
Labor	$4,727.42	
Supervision	510.00	
Insurance	396.27	$5,633.69
Materials:		
Asphalt	$7,710.88	
Freight on Asphalt	6,357.17	14,068.05
Equipment Rental & Miscellaneous:		
Equipment Rental	$1,785.20	
Gas, Oil & Grease	921.80	
Fuel Oil	192.30	
Small Tools & Misc.	127.00	
Bond	205.00	
Home Office & General Overhead	525.00	3,756.30
Total Cost		$23,458.04

Breakdown of Oiling Costs

	Cost	Amount	Unit Cost
Preparation of Base	$651.38	6.31 Mile	$103.23
Load & Place Aggregates	5,104.14	5,216 Cu. Yd.	0.98
Furnish & Place Asphalt:			
Asphalt	14,068.05	452.51 Ton	31.09
Heat Asphalt	964.71	" "	2.13
Haul Asphalt	1,372.56	" "	3.03
Place Asphalt	889.55	" "	1.97
Flag	204.28	" "	0.45
	$17,499.15	452.51 Ton	$38.67

Remarks:

This was a "Federal Aid Secondary Project" calling for the grading, surfacing and oiling of 6.31 miles of roadbed, the construction of two concrete box culverts and the furnishing of 2,100 cubic yards of crushed rock in stockpile.

The project was bid and awarded May 25th, 1947; work started May 22nd, 1947, and was completed except for oiling October 22nd, 1947. Oiling was started June 22nd, 1948, and completed except for brooming July 1st, 1948. The project was completed July 6th, 1948. All items except the construction of the concrete box culverts and the oiling items were handled by the contractor. The building of the two concrete box culverts was subcontracted to J. F. Sargent with the contractor handling the payroll and paying all bills. Oiling items were subcontracted to the J. C. Compton Company.

Clearing was fairly easy as most of the construction followed the old alignment and mostly light brush and sagebrush were encountered. A few large pine trees which required removal were felled and burned with no salvage from logs. A small crew handled the clearing and a large profit was made.

Structural excavation and trench excavation were handled with tractor and dozer when possible and by the pipe crew where hand labor was required. Material handled easily and costs were nominal for the items.

General excavation was a very good item considering the manner that it was bid by the contractor. At the bid price of $0.75 per cubic yard, it was estimated as being partly solid, partly semi-solid and partly common. As the grading progressed it became evident that the total amount of solid would not run over 1,000 cubic yards and the semi-solid would be less than estimated by the contractor. Only one and one-half days were required in drilling all solid encountered. The rest of the material was either handled directly by tractors with dozers and carryalls or ripped with a heavy duty ripper and handled in the same manner. Operations were only fairly economical and with better supervision the cost would have been reduced. However, the high bid price assured an excellent profit for excavation and a small profit for haul.

The crushing operations accounted for a large portion of the project. Crushing was handled very efficiently by the contractor, good supervision and the best equipment allowing excellent production during actual working hours for the type of rock encountered. Rock consisted of large plate type, breaking rather large but crushing good. No time was lost due to weather but small breakdowns slowed production considerably throughout the crushing period.

Oiling items were subcontracted to the J. C. Compton Company and oil and aggregates were placed during June and July, 1948. Full width oiling speeded operations considerably with 5,216 cubic yards of aggregate and 452.5 tons of oil being placed in 59 hours working time for an average of 88 cubic yards of aggregate and 7.7 tons of oil per hour. High labor costs added considerably more to the overall costs of the work than anticipated by the contractor, however, and allowed only a fair profit.

The project was bid at a high figure for general excavation and nominal for the remainder of the items. Excellent equipment was used thrcught and with the exception of excavation had very good supervision.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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OCT 19 19
FOR FILING

8-90 (1)

2903

October 19, 1948

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2903 for work on the North Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway, in Harney County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $8,622.88 will be made on or after October 29, 1948.

The state is not advised of any unpaid claims for l labor or materials or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $283,779.92, and that no force account work was performed therein. This contract was completed on July 6 and accepted by the Highway Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
E. A. Wride, Manager
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

10-19-48, gf

RECEIVED
AUG 6 - 1948
FOR FILING

8-90 (1)

August 5, 1948

Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

You are advised that it is the intneiton of the State Highway Commission to make semi-final payment to E. C. Hall Co., on contract No. 2903, covering N. Unit Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County. This payment, in the amount of $15,776.25, will be made on or after the 18th of August. The retained percentage is $8,510.02.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cw

cc - Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD
cw

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.31	6.31		6.31	
Miles partially completed	"	"		"	
Miles completed	"	"		"	
Total estimated quantities	82,000	59,000	2,100	480 Tons 4800 Cu. Yd. Agg	
Estimated quantities moved or placed to date	72,291.2	53,630	2,334.5	452.51 Tons Asphalt 5,216 Cu. Yd. Agg.	
Average daily quantities	441	327		50.2 Tons Asphalt 579 Cu. Yd.	
Average daily quantities necessary to complete project on time	Completed	Completed	Completed	Completed.	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams		(No men or equipment used on project this week.)					
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear	None	
Monday	"	"	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday	"	"	

Form E-1—5M—1-48 2-90(1) 15

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 24, 1948

Section North Unit, Grant Co. Line-Crow Flat

Kind of work Grading & Oil Mat Surfacing

Highway John Day-Burns

Section prefix 13-1022 F. A. S. 90 (1)

Contractor E. C. Hall Co.

Contract number 2903

Date of Contract May 1, 1947

Date of completion July 31, 1948

Date work started May 22, 1947

Estimated date of completion July ~~31~~ 6, 1948

Amount of contract . . . . . . $ 296,913

Per cent of time elapsed 98.3 %

Estimated cost of completed project, exclusive of engineering . . . . $ 296,913

Per cent of contract completed, based on total contract price . . . . 94.0 %

Engineering cost to date $ 14,700, 5.0 %

Date project was completed July 6, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed on July 6.

Semi-final Estimate sent to Division Engineer on July 23.

NOTED
RAY WE[illegible]R

[illegible] 1948
CONSTRU[illegible]

NOTED
E. M. B[illegible]TH

Signed John T. Burch

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

17

RECEIVED
JUL 21 1948
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S-90(1)

July 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 6, 1948 on Contract No. 2903, N. Unit, Grant County Line-Crow Flat Section in connection with Federal Aid Project No. S-90 (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:cw

cc: G. M. Armstrong

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AUG 11 1947
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S-90(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[illegible]
PORTLAND 8, OREGON

July 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-90(1)
North Unit, Grant County Line-
Crow Flat Section
John Day-Burns Highway

Dear Sir:

We are forwarding herewith for your files an executed copy of the agreement for the above project.

Very truly yours,

W H Lynch

W. H. LYNCH
Division Engineer

Encl.

RECEIVED
[illegible]

(Revised 1946)

State OREGON WA8pr 7284

Project No. S-90(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of July, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 1946, a project statement, which was approved on the 22nd day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of October, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty-three thousand and 00/100 dollars ($153,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1206+50 in the NE 1/4, Section 6, T. 20 S., R. 32 E., W.M., and survey station 1543+94.1 at the north line, Section 6, T. 19 S., R. 32 E., W.M., except stations 1396+47.5 - 1397+64.5.

, length 6.319 miles, in Harney County, being Oregon Federal Aid / Secondary project No. S-90(1), consisting of 6.311 miles of roadway and two bridges, each of more than 20 feet clear span, 0.008 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED
★ JUL 21 1947 ★
OREGON DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty-three thousand and 00/100 dollars ($153,000.00), which does not exceed the authorized Federal pro rata share of three hundred twenty-one thousand, one hundred seventy-five and 80/100 dollars ($321,175.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 21 1947
OREGON DISTRICT

RECEIVED
JUN 13 1947
FOR FILING

[illegible]

June 12, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis of project agreement for the North Unit, Grant County Line-Crow Flat Section, Project No. S-90 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:SM
Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-90 (1)

NORTH UNIT, GRANT COUNTY LINE-CROW FLAT SECTION OF THE JOHN DAY-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 27, 1947

Roadway (Sta. 1208+50 to 1543+94.1)

All Required		Clearing and Grubbing		$ 6,000.00
290	cu. yds.	Structural Excavation, Unclassified	$ 3.00	870.00
370	cu. yds.	Trench Excavation, Unclassified	2.00	740.00
81,500	cu. yds.	General Excavation, Unclassified	0.75	61,125.00
212,000	yd. sta.	Short Overhaul	0.02	4,240.00
3,100	C-yd. sta.	Long Overhaul	0.50	1,550.00
4,100	lin. ft.	Rounding Outbanks	0.20	820.00
6.31	miles	Finishing Roadbed and Slopes	600.00	3,786.00
1,430	lin. ft.	18" Corr. Metal Pipe	4.00	5,720.00
20	lin. ft.	24" Corr. Metal Pipe	5.50	110.00
20	lin. ft.	60" Corr. Metal Pipe	16.00	320.00
70	lin. ft.	43" Arch-Type Corr. Metal Pipe	10.00	700.00
90	lin. ft.	50" Arch-Type Corr. Metal Pipe	12.00	1,080.00
280	lin. ft.	Salvaging Culvert Pipe	2.00	560.00
8	cu. yds.	Cement Rubble Masonry	30.00	240.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.25	81,000.00
15,100	cu. yds.	4" - 2" Rock in Base	2.40	36,240.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	19,440.00
1,700	M-gal.	Sprinkling	2.00	3,400.00
6.31	miles	Preparation of Base	200.00	1,262.00
700	cu. yds.	3/4" - 0" Rock in Binder Course	4.10	2,870.00
4,100	cu. yds.	Furnishing and Placing Aggregates	4.10	16,810.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	4,800.00
280	tons	Furnishing and Placing 151-200 Asphalt	43.00	12,040.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	3,200.00
			Subtotal	$268,923.00
			10% Engr. & Cont.	26,892.30
			Total	$295,815.30

Structure (Sta. 1292+34.1 to 1292+55.6)(Sta. 1297+62.8 to 1297+87.2)

210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 630.00
500	cu. yds.	General Excavation, Unclassified	0.75	375.00
260	cu. yds.	Class "A" Concrete	60.00	15,600.00
43,000	lbs.	Metal Reinforcement	0.15	6,450.00
			Subtotal	$23,055.00
			10% Engr. & Cont.	2,305.50
			Total	$25,360.50

Length of Roadway	6.311 miles
Length of Structure	.008 mile
Total Length	6.319 miles
Cost per mile, Roadway	$46,872.96

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$295,815.30	$140,919.00	$154,896.30
Structure	25,360.50	12,081.00	13,279.50
	$321,175.80	$153,000.00	$168,175.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

April 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the North Unit, Grant County Line-Crow Flat Section, Project No. s-90 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-90 (1)

NORTH UNIT, GRANT COUNTY LINE-CROW FLAT SECTION

OF THE JOHN DAY-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 16, 1947

Roadway (Sta. 1208+50 to 1543+94.1)

All Required		Clearing and Grubbing		$ 5,000.00
290	cu. yds.	Structural Excavation, Unclassified	$ 3.00	870.00
370	cu. yds.	Trench Excavation, Unclassified	3.00	1,110.00
81,500	cu. yds.	General Excavation, Unclassified	0.60	48,900.00
212,000	yd. sta.	Short Overhaul	0.02	4,240.00
3,100	C-yd. sta.	Long Overhaul	0.50	1,550.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
6.31	miles	Finishing Roadbed and Slopes	400.00	2,524.00
1,430	lin. ft.	18" Corr. Metal Pipe	3.00	4,290.00
20	lin. ft.	24" Corr. Metal Pipe	4.50	90.00
20	lin. ft.	60" Corr. Metal Pipe	20.00	400.00
70	lin. ft.	43" Arch-Type Corr. Metal Pipe	10.00	700.00
90	lin. ft.	50" Arch-Type Corr. Metal Pipe	12.00	1,080.00
280	lin. ft.	Salvaging Culvert Pipe	1.50	420.00
8	cu. yds.	Cement Rubble Masonry	20.00	160.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.25	81,000.00
15,100	cu. yds.	4" - 2" Rock in Base	2.25	33,975.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	18,225.00
1,700	M-gals.	Sprinkling	2.50	4,250.00
6.31	miles	Preparation of Base	150.00	946.50
700	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	2,625.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.75	15,375.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	4,800.00
280	tons	Furnishing and Placing 151-200 Asphalt	40.00	11,200.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	3,200.00
		Subtotal		$247,545.50
		10% Engr. & Cont.		24,754.55
		Total		$272,300.05

Structures (Sta. 1292+34.4 to 1292+55.4) (Sta. 1297+62.8 to 1297+87.2)

210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 630.00
500	cu. yds.	General Excavation, Unclassified	0.60	300.00
260	cu. yds.	Class "A" Concrete	55.00	14,300.00
43,000	lbs.	Metal Reinforcement	0.10	4,300.00
		Subtotal		$ 19,530.00
		10% Engr. & Cont.		1,953.00
		Total		$ 20,483.00

Length of Roadway	6.311 miles
Length of Structure	.008 mile
Total Length	6.319 miles
Cost per mile, Roadway	$43,146.89

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$272,300.05	$142,297.00	$130,003.05
Structure	20,483.00	10,703.00	9,780.00
	$292,783.05	$153,000.00	$139,783.05

Oregon State Highway Department

Federal Aid Secondary
Project No. S-90 (1)

NORTH UNIT, GRANT COUNTY LINE-CROW FLAT SECTION OF THE JOHN DAY-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 16, 1947

Roadway (Sta. 1208+50 to 1543+94.1)

All Required		Clearing and Grubbing		$ 5,000.00
290	cu. yds.	Structural Excavation, Unclassified	$ 3.00	870.00
370	cu. yds.	Trench Excavation, Unclassified	3.00	1,110.00
81,500	cu. yds.	General Excavation, Unclassified	0.60	48,900.00
212,000	yd. sta.	Short Overhaul	0.02	4,240.00
3,100	C-yd. sta.	Long Overhaul	0.50	1,550.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
6.31	miles	Finishing Roadbed and Slopes	400.00	2,524.00
1,430	lin. ft.	18" Corr. Metal Pipe	3.00	4,290.00
20	lin. ft.	24" Corr. Metal Pipe	4.50	90.00
20	lin. ft.	60" Corr. Metal Pipe	20.00	400.00
70	lin. ft.	43" Arch-Type Corr. Metal Pipe	10.00	700.00
90	lin. ft.	50" Arch-Type Corr. Metal Pipe	12.00	1,080.00
280	lin. ft.	Salvaging Culvert Pipe	1.50	420.00
8	cu. yds.	Cement Rubble Masonry	20.00	160.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.25	81,000.00
15,100	cu. yds.	4" - 2" Rock in Base	2.25	33,975.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.25	18,225.00
1,700	M-gals.	Sprinkling	2.50	4,250.00
6.31	miles	Preparation of Base	150.00	946.50
700	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	2,625.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.75	15,375.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	4,800.00
280	tons	Furnishing and Placing 151-200 Asphalt	40.00	11,200.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	3,200.00
			Subtotal	$247,545.50
			10% Engr. & Cont.	24,754.55
			Total	$272,300.05

Structures (Sta. 1292+34.4 to 1292+55.6) (Sta. 1297+62.8 to 1297+87.2)

210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 630.00
500	cu. yds.	General Excavation, Unclassified	0.60	300.00
260	cu. yds.	Class "A" Concrete	55.00	14,300.00
43,000	lbs.	Metal Reinforcement	0.10	4,300.00
			Subtotal	$ 19,530.00
			10% Engr. & Cont.	1,953.00
			Total	$ 20,483.00

Length of Roadway	6.311 miles
Length of Structure	.008 mile
Total Length	6.319 miles
Cost per mile, Roadway	$43,146.89

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$272,300.05	$142,297.00	$130,003.05
Structure	20,483.00	10,703.00	9,780.00
	$292,783.05	$153,000.00	$139,783.05

Oregon State Highway Department

Federal Aid Secondary
Project No. S-90 (1)

NORTH UNIT, GRANT COUNTY LINE-CROW FLAT SECTION OF THE JOHN DAY-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 26, 1947

Roadway (Sta. 1208+60 to 1543+[illegible])

All Required		Clearing and Grubbing		$ 2,500.00
290	cu. yds.	Structural Excavation, Unclassified	$ 3.00	870.00
370	cu. yds.	Trench Excavation, Unclassified	3.00	1,110.00
81,500	cu. yds.	General Excavation, Unclassified	0.50	40,750.00
212,000	yd. sta.	Short Overhaul	0.02	4,240.00
3,100	C-yd. sta.	Long Overhaul	0.50	1,550.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
6.31	miles	Finishing Roadbed and Slopes	400.00	2,524.00
1,430	lin. ft.	18" Corr. Metal Pipe	3.00	4,290.00
20	lin. ft.	24" Corr. Metal Pipe	4.50	90.00
20	lin. ft.	60" Corr. Metal Pipe	20.00	400.00
70	lin. ft.	43" Arch-Type Corr. Metal Pipe	10.00	700.00
90	lin. ft.	50" Arch-Type Corr. Metal Pipe	12.00	1,080.00
280	lin. ft.	Salvaging Culvert Pipe	1.50	420.00
8	cu. yds.	Cement Rubble Masonry	20.00	160.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.15	77,400.00
15,100	cu. yds.	4" - 2" Rock in Base	2.15	32,465.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.15	17,415.00
1,700	M-gals.	Sprinkling	2.50	4,250.00
6.31	miles	Preparation of Base	150.00	946.50
700	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,450.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.50	14,350.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	4,440.00
280	tons	Furnishing and Placing 151-200 Asphalt	37.00	10,360.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	2,960.00
			Subtotal	$228,335.50
			10% Engr. & Cont.	22,833.55
			Total	$251,169.05

Structures (Sta. 1292+34.4 to 1292+55.6) (Sta. 1297+62.8 to 1297+87.2)

210	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 630.00
500	cu. yds.	General Excavation, Unclassified	0.50	250.00
260	cu. yds.	Class "A" Concrete	45.00	11,700.00
43,000	lbs.	Metal Reinforcement	0.08	3,440.00
			Subtotal	$ 16,020.00
			10% Engr. & Cont.	1,602.00
			Total	$ 17,622.00

Length of Roadway	6.311 miles
Length of Structure	.008 mile
Total Length	6.319 miles
Cost per mile, Roadway	$39,898.86

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$251,169.05	$142,969.00	$108,200.05
Structure	17,622.00	10,031.00	7,591.00
	$268,791.05	$153,000.00	$115,791.05

February 26, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate for the North Unit, Grant County Line-Crow Flat Section, Project No. S-90 (1). Eight copies of form PR-9 requesting revision in the description of the proposed work are also enclosed, the change in description being the addition of one bridge.

Six bid proposals are being sent under separate cover.

Revised blue line plan sheets showing the additional structure will be sent tomorrow.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

October 21, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of October 16, 1946, concerning the installation of a double 50" arch-type corrugated metal culvert at Station 1224+84 and a single 43" arch-type corrugated metal culvert at Station 1288+09 on the Grant County Line-Crow Flat Section, Project No. S-90 (1).

In both of these instances the use of the arch-type culvert is occasioned by restricted clearance due to shallow fills. At Station 1224+84 the use of equivalent circular culverts would require the use of two 30" culverts. The estimated unit price for this size culvert is $6.00 or $12.00 per lineal foot of double installation. The estimated price of the equivalent arch-type culvert is $12.00 per lineal foot.

The use of equivalent circular culverts at Station 1288+09 would require the use of two 24" culverts, estimated at $4.50 per lineal foot or $9.00 per lineal foot of installation. The estimated price of the corresponding arch-type culvert is $10.00, which is slightly higher than the circular culverts. However, the additional insurance, of the larger opening of this type of culvert instead of the two smaller openings of the culverts, from blockage of the passage way by ice and debris, in our opinion, makes the use of the arch-type culvert preferable even though the estimated unit cost is slightly higher.

The reason for the length of the culvert (60 feet) at Station 1288+09 is due to extra widening of the roadbed on the left to secure additional excavation materials. Accordingly, the culvert has been extended to the toe of the cutslope to provide drainage of the side borrow section.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

ON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[illegible]
Division 8

October 16, 1946

REFERRED TO
Mr. Probert
By [illegible] State [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. for Oregon Federal Aid Secondary Project No. S-90(1) the North Unit of the Grant County Line - Crow Flat Section of the John Day - Burns Highway, require installation of a double 50" C.M. Arch type culvert at Sta. 1224+64 and a single 43" C.M. Arch type culvert at Sta. 1288+09.

It is necessary that a showing of economy be made for each installation of this type of pipe. Please submit a comparative cost analysis at your early convenience in a manner similar to that contained in your letter dated February 7, 1941 for FAS 61-D(1), the Lytle Creek-Ochoco Creek Section of the Madras-Prineville Highway.

Very truly yours,

T. M. DAVIS
District Engineer

H A Staddart
By H. A. STADDART
Senior Highway Engineer

RECEIVED
OCT 17 1946
OREGON
STATE HIGHWAY COMMISSION

October 10, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the N. Unit, Grant County Line-Crow Flat Section, Project No. S-90 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

We are also enclosing eight copies of Form PR-9 for the purpose of requesting the length of the project be changed from 7.3 miles as given in the program to 6.3 miles.

No landscaping work is contemplated on this project for the reason that the volume of traffic, in our opinion, does not justify expenditure for beautification and climatic conditions are such that no erosion difficulties are anticipated.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 7, 1946
(Date)

The following ~~major~~ minor program change of the individual project is requested:

Oregon
(State)

1947 F. Y. Federal Aid Secondary Program
(Previous Program)

(Date of Approval)

COUNTY Harney

FA or FAS Route No. FAS 447

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	11	S-90(1)	Forest Boundary	Survey-Plans					Gr., Dr., Bridge, 2-lane Intermediate Type Surfacing
				Right-of-Way					
				Construction	195,000	113,000	82,000		
				Total	195,000	113,000	82,000	7.3	
Requested Revision	11	S-90(1)	1 Mi. N. of Forest Boundary	Survey-Plans					Same
				Right-of-Way					
				Construction	262,851	113,000	149,851		
				Total	262,851	113,000	149,851	6.3	

Program Balance subsequent to approval of this and previously recommended change is: $ No change

Reason for Change: Reduction in length due to increase in cost of project over programmed project cost.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (Date)

P-3868

TANA
OREGON
WASH TON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

REFERRED TO
Mr. Robert
By Chief Engineer

October 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your records is copy of Form PR-9 indicating approval of minor change in your 1947 Federal Aid Secondary Program to cover revision in total cost and length of Oregon Project No. S-90(1), Grant County Line South Section of the John Day - Burns Highway.

Please note that we changed the revised project length from 6.3 to 6.312 miles so as to coincide with the recently submitted P.S.& E. figure.

Very truly yours,

T. M. DAVIS
District Engineer.

Encl.

By: HAStoddart
H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
OCT 18 1946
OREGON
STATE HIGHWAY COMMISSION

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 7, 1946
(Date)

The following ~~major~~ minor program change of the individual project is requested:

Oregon
(State)

1947 F. Y. Federal Aid Secondary Program
(Previous Program)

July 22, 1946
(Date of Approval)

COUNTY Harney

~~FA or~~ FAS Route No. FAS 447

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	11	S-90(1)	Grant Co. Line to Forest Boundary	Survey-Plans					Gr., Dr., Bridge, 2-lane Intermediate Type Surfacing
				Right-of-Way					
				Construction	195,000	113,000	82,000		
				Total	195,000	113,000	82,000	7.3	
Requested Revision	11	S-90(1)	Grant Co. Line to 1 Mi. No. of Forest Boundary	Survey-Plans					Same
				Right-of-Way					
				Construction	262,851	113,000	149,851		
				Total	262,851	113,000	149,851	6.312	

Program Balance subsequent to approval of this and previously recommended change is: $ ~~No change~~ 185,822

Reason for Change: Reduction in length due to increase in cost of project over programmed project cost. Portion now eliminated will be included in a subsequent program.

Recommended for approval _______ District Engineer 10/10/46 (date)

Approved ~~Recommended~~: W. H. Lynch Division Engineer October 14, 1946 (date)

Change Requested By _______ State Highway Engineer 10/10/46

~~Approved:~~ _______ ~~Acting Commissioner~~ _______ (~~Date~~)

P-3868

N. UNIT, GRANT CO. LINE-CROW FLAT SECTION

PROJECT NO. S-90 (1)

While negotiations for rights of way are in progress five parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within sixteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 10, 1946

Oregon State Highway Department

Federal Aid Secondary
Project No. S-90 (1)

NORTH UNIT, GRANT COUNTY LINE-CROW FLAT SECTION OF THE JOHN DAY-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1946

Roadway (Sta. 1208+50 to 1543+94.1)

All Required		Clearing and Grubbing		$ 2,500.00
290	cu. yds.	Structural Excavation, Unclassified	$ 3.00	870.00
370	cu. yds.	Trench Excavation, Unclassified	3.00	1,110.00
81,500	cu. yds.	General Excavation, Unclassified	0.50	40,750.00
212,000	yd. sta.	Short Overhaul	0.02	4,240.00
3,100	C-yd. sta.	Long Overhaul	0.50	1,550.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
6.31	miles	Finishing Roadbed and Slopes	400.00	2,524.00
1,430	lin. ft.	18" Corr. Metal Pipe	3.00	4,290.00
20	lin. ft.	24" Corr. Metal Pipe	4.50	90.00
20	lin. ft.	60" Corr. Metal Pipe	20.00	400.00
70	lin. ft.	43" Arch-Type Corr. Metal Pipe	10.00	700.00
90	lin. ft.	50" Arch-Type Corr. Metal Pipe	12.00	1,080.00
280	lin. ft.	Salvaging Culvert Pipe	1.50	420.00
8	cu. yds.	Cement Rubble Masonry	20.00	160.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.15	77,400.00
15,100	cu. yds.	4" - 2" Rock in Base	2.15	32,465.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.15	17,415.00
1,700	M-gals.	Sprinkling	2.50	4,250.00
6.31	miles	Preparation of Base	150.00	946.50
700	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,450.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.50	14,350.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	4,440.00
280	tons	Furnishing and Placing 151-200 Asphalt	37.00	10,360.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	2,960.00
			Subtotal	$228,335.50
			10% Engr. & Cont.	22,833.55
			Total	$251,169.05

Structure (Sta. 1297+62.8 to 1297+87.2)

160	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 480.00
500	cu. yds.	General Excavation, Unclassified	0.50	250.00
170	cu. yds.	Class "A" Concrete	45.00	7,650.00
28,000	lbs.	Metal Reinforcement	0.08	2,240.00
			Subtotal	$ 10,620.00
			10% Engr. & Cont.	1,062.00
			Total	$ 11,682.00

Length of Roadway	6.308 miles
Length of Structure	.004 mile
Total Length	6.312 miles
Cost per mile, Roadway	$39,898.86

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$251,169.05	$107,978.00	$143,191.05
Structure	11,682.00	5,022.00	6,660.00
	$262,851.05	$113,000.00	$149,851.05

PR-9

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 20, 1947
(Date)

COMMISSIONER:
ATTENTION--PROGRAM SECTION

The following major program change of the individual project is requested:

Oregon
(State)

1947 Fiscal Year Federal Aid Secondary
(Previous Program)

January 20, [illegible]
(Date of Approval)

COUNTY Harney

FA or FAS Route No. 447

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Project Cost: Federal Funds	Project Cost: State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	11	S-90(1)	Grant Co. Line to 1 mi. north of Forest Boundary	Survey-Plans					Grading, Drain, Bridge 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	263,000	153,000	110,000		
				Total	263,000	153,000	110,000	6.312	
Requested Revision	11	S-90(1)	Grant Co. Line to 1 mi. north of Forest Boundary	Survey-Plans					Grading, Drain, 2 Bridges 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	263,000	153,000	110,000		
				Total	263,000	153,000	110,000	6.319	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Change Requested By ______ State Highway Engineer

Approved: ______ Acting Commissioner ______ (Date)

P-3866

RECEIVED
JUN 3 1947
FOR FILING

S-90 (1)

May 26, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 22, 1947 on Contract No. 2903, North Unit, Grant County Line-Crow Flat Section in connection with Federal Aid Project No. S-90 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:lh

RECEIVED
MAY 19 1947
FOR FILING

5-90(1)

May 17, 1947

E. C. Hall Co.
Rte.6, Box 830
Portland 1
Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on May 1, 1947 by the State Highway Commission, as follows:

Contract No. 2903, covering E.Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.

Contract No. 2904, covering Milton-Wash. State Line Section of the Oregon-Washington Highway in Umatilla County.

Contract No. 2905, covering 4 Bridges on Oregon-Washington Highway at Milton, in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded

Charge to the account of ______________________ $______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

S-900(1)

Send the following telegram, [illegible] which are hereby agreed

RECEIVED
MAY 3 1947
FOR FILING

May 2, 1947
2:00 p.m.

E. C. Hall Company
Route 6, Box 630
Portland, Oregon

The State Highway Commission awarded to you yesterday contracts for North Unit, Grant County Line-Crow Flat Section of John Day-Burns Highway in Harney County, grading and surfacing of the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County, and for construction of four bridges on the Oregon-Washington Highway at Milton in Umatilla County, based on your bids submitted April 24, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION

By: H. B. Glaisyer, Secretary

REB:dr
Charge 5001-900
Salem, Oregon

May 2, 1947

E. C. Hall Company
Route 6, Box 630
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the following contracts based on your bids submitted April 24, 1947.

> Grading, surfacing, oiling, and furnishing crushed rock in stockpiles on the North Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.
>
> Asphaltic concrete pavement resurfacing, grading, and bituminous macadam surfacing, and furnishing crushed rock in stockpiles on the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County.
>
> Construction of four bridges on the Oregon-Washington Highway at Milton, in Umatilla County.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

DE
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Mr. G. S. Paxson
Mrs. Goldie Lewis

RECEIVED
MAY 6 1947
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND 5, OREGON

S-20-1

May 1, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of April 30, 1947 advising all rights-of-way or right-of-entry obtained, we hereby concur in award of contract for Oregon Project S-90(1), the Grant County Line - Crow Flat Section to E. C. Hall Company, Portland, Oregon who submitted the low bid at the opening held April 24, 1947.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 2 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 14 1947
FOR FILING

S-90(1)

April 26, 1947

Mr. T. R. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing five copies of price analysis for major bid items on the North Unit-Grant County Line-Crow Flat Section, Project No. S-90 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]

Encl.

PRICE ANALYSIS

NORTH UNIT, GRANT CO. LINE-CROW FLAT SECTION

PROJECT NO. E-90 (1)

COMPARISON OF TOTAL BID WITH TOTAL ESTIMATE

BASED ON 1940 UNIT COSTS

Total Amount of Bid- -	$291,978.00
Total Amount of Estimate Based on 1940 Unit Costs- - - - - - - - - -	169,489.50
Difference (dollars)- - -	$122,488.50
Difference (percentage) -	72.3%

PRICE COMPARISON FOR MAJOR ITEMS

Total Cost of Major Items Based on Low Bid Prices

82,000	cu. yds.	General Excavation, Unclassified	$ 0.75	$ 61,500.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.25	81,000.00
15,100	cu. yds.	4" - 2" Rock in Base	2.40	36,240.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	19,440.00
4,800	cu. yds.	Furnishing and Placing Aggregates	4.10	19,680.00
200	tons	Furnishing and Placing RC-3 Asphalt	40.00	8,000.00
280	tons	Furnishing and Placing 151-200 Asphalt	43.00	12,040.00
				$237,900.00

Total Cost of Major Items Based on 1940 Unit Costs

82,000	cu. yds.	General Excavation, Unclassified	$ 0.40	$ 32,800.00
36,000	cu. yds.	2" - 0" Rock in Subbase	1.50	54,000.00
15,100	cu. yds.	4" - 2" Rock in Base	1.50	22,650.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.50	12,150.00
4,800	cu. yds.	Furnishing and Placing Aggregates	2.58	12,384.00
200	tons	Furnishing and Placing RC-3 Asphalt	27.00	5,400.00
280	tons	Furnishing and Placing 151-200 Asphalt	27.00	7,560.00
				$146,944.00

Difference (dollars)	$ 90,956.00
Difference (percentage)	61.9%

CALCULATED 1947 UNIT PRICES FOR MAJOR ITEMS

FROM 1940 UNIT PRICES

	Percentage of Item Cost, 1940	Cost Increase 1940 to 1947	Effect on 1947 Bid Prices
General Excavation, Unclassified			
Labor	34%	74%	25.16%
Equipment	39%	50%	19.50%
Miscellaneous	27%	50%	13.50%
			58.16%

Calculated 1947 Unit Price: 1940 price of $0.40 plus 58.16% equals $0.63

2" - 0" Rock in Subbase, 4" - 2" Rock in Base, 3/4" - 0" Rock in Base and Shoulders			
Labor	44%	74%	32.56%
Equipment	32%	50%	16.00%
Miscellaneous	24%	50%	12.00%
			60.56%

Calculated 1947 Unit Price: 1940 price of $1.50 plus 60.56% equals $2.41

Furnishing and Placing Aggregates			
Labor	45%	74%	33.30%
Equipment	32%	50%	16.00%
Miscellaneous	23%	50%	11.50%
			60.80%

Calculated 1947 Unit Price: 1940 price of $2.58 plus 60.80% equals $4.15

Furnishing and Placing Asphalt			
Labor	15%	74%	11.10%
Materials	67%	50%	33.50%
Equipment	8%	50%	4.00%
Miscellaneous	10%	50%	5.00%
			53.60%

Calculated 1947 Unit Price: 1940 price of $27.00 plus 53.60% equals $41.47

TOTAL COST OF MAJOR ITEMS BASED ON CALCULATED 1947 UNIT PRICES

82,000	cu. yds.	General Excavation, Unclassified	$ 0.63	$ 51,660.00
36,000	cu. yds.	2" - 0" Rock in Subbase	2.41	86,760.00
15,100	cu. yds.	4" - 2" Rock in Base	2.41	36,391.00
8,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.41	19,521.00
4,800	cu. yds.	Furnishing and Placing Aggregates	4.15	19,920.00
200	tons	Furnishing and Placing RC-3 Asphalt	41.47	8,294.00
280	tons	Furnishing and Placing 151-200 Asphalt	41.47	11,611.60
				$234,157.60

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MAY 13 1947
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 5, OREGON

S-90(1)

February 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Project No. S-90(1), Grant County Line - Crow Flat, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your readvertising for bids.

Enclosed for your record is copy of approved Form PR-9 authorizing the additional structure requested by you. Inasmuch as the revised Oregon 1947 Secondary Program dated January 22, 1947 has not yet been approved, it was necessary for us to change funds in the upper block of the form to coincide with the last approved figures.

Our records indicate that there is still some right-of-way yet to be obtained on the project. It will accordingly be necessary for us to withhold concurrence in award until right-of-entry has been secured in such cases.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

Encl.

Fm

RECEIVED
MAR 4 1947
OREGON
STATE HIGHWAY COMMISSION

PR-9 COPY

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE February 25, 1947
(Date)

The following ~~major~~ Minor program change of the individual project is requested:

Oregon
(State)

1947 Fiscal Year Federal Aid Secondary
(Previous Program)

August 27, 1946
(Date of Approval)

COUNTY Harney

FA or FAS Route No. 447

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed Per Form PR-9 Appvd. 10/14/46	11	S-90(1	Grant Co. Line to 1 mi. north of Forest Boundary	Survey-Plans					Grading, Drain, Bridge 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	262,851	113,000	149,851		
				Total	262,851	113,000	149,851	6.312	
Requested Revision	11	S-90(1	Grant Co. Line to 1 mi. north of Forest Boundary	Survey-Plans					Grading, Drain, 2 Bridges 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	263,000	153,000	110,000		
				Total	263,000	153,000	110,000	6.312	

Program Balance subsequent to approval of this and previously recommended change is: $ 159,702.00

Reason for Change: To provide for construction of an additional bridge and also change in project cost data to coincide with revised 1947 program recommended by District Engineer on 2/5/47.

Recommended for approval T. M. DAVIS 2/27/47
District Engineer (date)

Approved ~~Recommended~~: H. H. LYNCH, Division Engineer Feb. 27, 1947
Division Engineer (date)

By
~~Approved~~: /s/ F. E. Andrews, Acting Division Engineer
(Date)

Change Requested By
State Highway Engineer

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

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[illegible]

October 29, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the rejection of all bids as excessive on Oregon Project No. S-90(1), North Unit, Grant County Line-Crow Flat Section of the John Day - Burns Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

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NOV 2 1946
OREGON
STATE HIGHWAY COMMISSION

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OCT 30 1946
FOR FILING

S-22-1

October 21, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of October 16, 1946, concerning the installation of a double 50" arch-type corrugated metal culvert at Station 1224+84 and a single 43" arch-type corrugated metal culvert at Station 1288+09 on the Grant County Line-Crow Flat Section, Project No. S-90 (1).

In both of these instances the use of the arch-type culvert is occasioned by restricted clearance due to shallow fills. At Station 1224+84 the use of equivalent circular culverts would require the use of two 30" culverts. The estimated unit price for this size culvert is $6.00 or $12.00 per lineal foot of double installation. The estimated price of the equivalent arch-type culvert is $12.00 per lineal foot.

The use of equivalent circular culverts at Station 1288+09 would require the use of two 24" culverts, estimated at $4.50 per lineal foot or $9.00 per lineal foot of installation. The estimated price of the corresponding arch-type culvert is $10.00, which is slightly higher than the circular culverts. However, the additional insurance, of the larger opening of this type of culvert instead of the two smaller openings of the culverts, from blockage of the passage way by ice and debris, in our opinion, makes the use of the arch-type culvert preferable even though the estimated unit cost is slightly higher.

The reason for the length of the culvert (60 feet) at Station 1288+09 is due to extra widening of the roadbed on the left to secure additional excavation materials. Accordingly, the culvert has been extended to the toe of the outslope to provide drainage of the side borrow section.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

RECEIVED
OCT 19 1946
FOR FILING

S-90-1

xxxxxxxxxxx
Division 8

NOTED
State Highway Engineer

October 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your records is copy of Form PR-9 indicating approval of minor change in your 1947 Federal Aid Secondary Program to cover revision in total cost and length of Oregon Project No. S-90(1), Grant County Line South Section of the John Day - Burns Highway.

Please note that we changed the revised project length from 6.3 to 6.312 miles so as to coincide with the recently submitted P.S.& E. figure.

Very truly yours,

T. M. DAVIS
District Engineer.

By:

H. A. Stoddart
Sr. Highway Engineer.

Encl.

(Original sent to Probert)

S-11 (1)

COPY

RECEIVED
OCT 19 1946
FOR FILING

Charge to the account of ______________________ $________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

NIGHT LETTER - COLLECT

SALEM, OREGON
OCTOBER 17, 1946

S. H. KRISINGER
MANAGER, ASPHALT SALES
SINCLAIR REFINING COMPANY
DENVER, COLORADO

COPY

REURTEL 17TH. FOR PROJECT S-11(2) BAKER COUNTY, PROBABLE SHIPPING DESTINATION AT BAKER, 100 TONS RC-3, 230 TONS 151-200 AND 66 TONS RC-3 OR EMULSIFIED. FOR TUTUILLA PROJECT IN UMATILLA COUNTY, AT PENDLETON, 20 TONS RC-3, 64 TONS 121-150 AND 14 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-259 (4) UNION COUNTY, AT UNION, 140 TONS RC -3, 170 TONS 151-200 AND 96 TONS RC-3 OR EMULSIFIED. FOR KIMBERLY-DRY CREEK PROJECT IN GRANT COUNTY, AT CONDON, 50 TONS RC-3, 120 TONS 151-200 AND 70 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-62 (2) GRANT COUNTY, AT CONDON, 150 TONS RC-3, 174 TONS 151-200 AND 100 TONS RC-3 OR EMULSIFIED. FOR PROJECT S-90 (1) HARNEY COUNTY, AT BURNS, 120 TONS RC-3, 280 TONS 151-200 AND 80 TONS RC-3 OR EMULSIFIED.

R. H. BALDOCK

(initialed) SHP

S. J. KRISINGER MGR ASPHALT SALES SINCLAIR REFINING CO.

COPY

Charge to the account of

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram

WESTERN UNION

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

57

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

PR173 68 5 EXTRA SER - DENVER COLO 17 140P

COPY

1946 OCT 17 PM 1 25

R. H. BALDOCK
STATE HIGHWAY ENGINEER STATE OFFICE BLDG.

APPRECIATE YOUR WIRING COLLECT PROBABLE SHIPPING DESTINATION AND ACTUAL GRADES AND QUANTITY ASPHALT REQUIRED FOR FEDERAL PROJECT S-11 (2) BAKER COUNTY, TUTUILLA SECTION PENDLETON JOHN DAY HIGHWAY IN UMATILLA COUNTY, FEDERAL AID PROJECT S 259 (4) UNION COUNTY, KIMBERLY DRY CREEK SECTION OF LONG CREEK SECONDARY HIGHWAY GRANT COUNTY, FEDERAL AID PROJECT S-62 (2) GRANT COUNTY AND FEDERAL AID PROJECT S-90 (1) HARNEY COUNTY.

S. J. KRISINGER MGR ASPHALT SALES SINCLAIR REFINING CO.

COPY

RECEIVED
OCT 18 1946
FOR FILING

S-90-1

xxxxxxxxxxxx
Division 8

October 16, 1946

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. for Oregon Federal Aid Secondary Project No. S-90(1) the North Unit of the Grant County Line - Crow Flat Section of the John Day - Burns Highway, require installation of a double 50" C.M. Arch type culvert at Sta. 1224+84 and a single 43" C.M. Arch type culvert at Sta. 1288+09.

It is necessary that a showing of economy be made for each installation of this type of pipe. Please submit a comparative cost analysis at your early convenience in a manner similar to that contained in your letter dated February 7, 1941 for FAS 61-D(1), the Lytle Creek-Ochoco Creek Section of the Madras-Prineville Highway.

Very truly yours,

T. M. DAVIS
District Engineer

By H. A. STADDART
Senior Highway Engineer

[illegible]

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
DEC 3 1946
FOR FILING

S-90(1)

October 15, 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. S-90(1), Grant County Line - Crow Flat Section of the John Day - Burns Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in contract award will be withheld pending receipt of advice that right-of-entry for all unacquired right-of-way has been acquired.

Very truly yours,

T. M. DAVIS
District Engineer.

BY: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
OCT 16 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 14 1946
FOR FILING

S-90-1

October 10, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the N. Unit, Grant County Line-Crow Flat Section, Project No. S-90 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

We are also enclosing eight copies of Form PR-9 for the purpose of requesting the length of the project be changed from 7.3 miles as given in the program to 6.3 miles.

No landscaping work is contemplated on this project for the reason that the volume of traffic, in our opinion, does not justify expenditure for beautification and climatic conditions are such that no erosion difficulties are anticipated.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

F-170(11) Milton-Washington State Line 1947
Sec., Oregon-Washington Hwy.
#2904

RECEIVED
MAR 29 1949
FOR FILING
7170 (11)

2904

March 29, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No.2904 for work on the Milton-Washington State Line Section of Oregon-Washington Highway, in Umatilla County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $10,303.76 will be made on or after April 8, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $273,216.15, of which amount $2,238.82 represents force account items. This contract was completed August 30 and accepted by the Highway Commission September 14, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hanson & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
3-29-49 gk

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FOR FILING

7 170 (11)

2904

Salem, Oregon
January 13, 1949

Mr. E. F. Chidsey
Division Highway Engineer
La Grande, Oregon

Attached hereto is a copy of a letter addressed to me under date of January 10, by Mr. H. G. Smith, having reference to a claim of E. C. Hall Company for additional payment for some oil which they trucked from Spokane.

I believe Mr. Smith's letter covers this matter quite thoroughly, and I concur in his recommendation. In the first instance, we know the Public Roads Administration would not concur in this Price Agreement, as it would be an increase of a definite bid item. Furthermore, it appears that securing of the oil from Spokane was more an accommodation to the contractor in order to allow his earlier completion, than it was a benefit to the state.

The Price Agreement is returned, unapproved.

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. H. G. Smith

FORM E-30 15M 9-48 38682

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10th, 1949

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Mr. Chidsey submits a bill in the amount of $332.48 for the additional cost of 32.28 tons of asphalt used on the Milton-Washington State Line Section in repairing a soft place in the grade.

The contract for this job and the railroad bridge was let to the E. C. Hall Company. The delay in the arrival of the steel for the railroad bridge made it impossible to finish the grading and surfacing at that point until just prior to the oiling. The rest of the job was graded and surfaced for several months before it could be oiled on account of this gap. Owing to the lateness of the season it was necessary to oil the underpass section immediately following the grading and several soft places resulted due to the lack of time to try the subgrade. It was necessary to place an additional thickness of surfacing over this section, and since the contractor had not provided for this amount of oil he felt compelled to avoid delay by trucking it down from Spokane at an additional cost of $10.30 per ton.

It seems to me that the general contractor, E. C. Hall, was obligated to coordinate his work so that the requirements for oiling could have been anticipated in sufficient time to have had the material on hand, and that the necessity for ordering oil from Spokane was occasioned solely by the delay in finishing the grading under the bridge and any additional expense caused to the oiling contractor should be absorbed by the general contractor not the Highway Department. It is my recommendation that Mr. Hall be so advised.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

FORM E-30X 10M 6-48 28489

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 5, 1949

SUBJECT:

To: Mr. E. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

I am submitting a Price Agreement covering additional cost of asphalt hauled from Spokane to be used in extra work on the Milton-Washington State Line Project.

This extra work consisted of an attempt to strengthen the roadbed in the vicinity of the railroad crossing which had softened up under the construction traffic, and showed indications of breaking up completely. I ordered the contractor to lay two more shots of inch and a half rock over this section, in other words placing a B-2 on top of the B-3 already in place. In order to complete the work without undue delay it was necessary to haul the asphalt required for this extra work from Spokane, as deliveries at that time out of Portland were very uncertain. I did not promise to pay Mr. Hall the additional cost of the asphalt as the time saved was to his advantage and no particular advantage to the State, except an early completion of the project.

Due to the fact that this amount of oil represents an overrun on the contract quantities, and the fact that the price of asphalt had increased considerably during the time between the letting of the contract and the completion of the oiling, I recommend that the adjustment in price be allowed.

I am enclosing a letter of explanation of this item from Resident Engineer Hodge of Pendleton.

Very truly yours,

E F Chidsey
E. F. CHIDSEY
Division Engineer

EFC/hw
Enc.

FORM E-90 20M 7-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
December 30, 1948

SUBJECT:
Milton-Freewater
Contract #2904

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

During the oiling of the above mentioned job and when we were nearing the end I asked Mr. Chidsey to come over to Milton and advise what we should do at the under-crossing, which had developed several soft places when we had finished all except the last seal. He advised putting on another B3 and consequently I told Mr. Ross Compton to order 8,000 more gallons of 121-150 asphalt. He said he did not have time to get the asphalt out of Portland as it might take several days but that he could get it out of Spokane. However this would cost considerable more since he had a contract price of $18.00 per ton of several months standing and asphalt had gone up.

He wanted me to agree to pay for the additional cost but I could not promise him that, but agreed to submit a Price Agreement for the difference subject to the approval of those authorized to do so. Consequently I am submitting Price Agreement #7 for approval and recommend that it be allowed under the circumstances.

Very truly yours,

W. S. Hodge

W. S. Hodge, Res. Engr.
Pendleton, Oregon

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JAN 14
FOR FILING
E-170(11)
2904

January 13, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter dated December 28, 1948, regarding State Force Order for moving power poles on Oregon Project No. F-170 (11), State Highway Contract No. 2904, Milton-Washington State Line Section of the Oregon-Washington Highway.

No previous agreement was executed with the Pacific Power & Light Company. We are, therefore, hereby withdrawing request for Federal participation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DDP:md

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

December 28, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of December 17, 1948 requesting approval of a State Force Order for moving power poles on Oregon Project No. F-170(11), Milton - Washington State Line Section of the Oregon - Washington Highway.

Before this work order can be acted upon, it will be necessary to submit copies of the agreement between the State and the power company for approval in accordance with Section VII of G.A.M. No. 300.

Had this force order been issued in advance, it might have served as an agreement by adding the provisions of payment and being signed by the utility company.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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DEC 30 1948
OREGON
STATE HIGHWAY COMMISSION

Form E-1—5M—4-47

7176 (11)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #53 **Final**

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 10, 1949

Section Milton-Washington State Line

Kind of work Grading, Paving & Bit. Macadam

Highway Oregon-Washington

Section prefix 30-1023

Contractor E. C. Hall Co.

Contract number 2904

Date of contract May 1, 1947

Date of completion August 31, 1948

Date work started May 13, 1947

Estimated date of completion August 30, 1948

Amount of contract . . . . $ 274,067.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 267,904.50

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 21,712.36, 132.04 %

Date project was completed August 30, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contract was awarded May 1, 1947 and work started May 13th. with L. R. Chandler, Resident Engineer. W. S. Hodge took over as Resident Engineer August 19th. 1947.

The grading was finished late in the fall of 1947, except that in around the under-crossing which could not be done until the R. R. bridge was completed and the R.R. moved back to its permanent position. The topping and leveling course and other work was completed except that in the vicinity of the underpass, and the Contractor moved all crews out March 19, 1948.

On July 28th. 1948 the R.R. bridge had been completed and a R.R. crew began moving the track back to and over the bridge, this was completed August 7, 1948. August 5th. E. C. Hall Co. began work of grading in the vicinity of the R.R. bridge and this was finished August 20.

The work of oiling was started July 28th. and completed August 30th.

The semi-final estimate was finally completed and sent to La Grande on January 11, 1949.

NOTED
W. C. WILLIAMS

NOTED
H. W. LIBBY

NOTED
E. C. SMITH

Signed W. S. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING 3/4 Leveling	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.71	4.71		4.71	0.74
Miles partially completed	4.71	4.71		4.71	
Miles completed	4.71	4.71		4.71	0.74
Total estimated quantities	133,374	10,980	2,000	8,688	2,460.5
Estimated quantities moved or placed to date	133,374	10,980	2,000	8,688	2,460.5
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
[illegible] 13 1940
OFFICE OF
CONSTRUCTION ENGINEER

STATE PRINTING DEPT.

[illegible]

November 17, [illegible]

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office and Bldg
Portland 8, Oregon

Dear Sir:

[illegible]

[illegible]

Very truly yours,

[illegible]
State Highway Engineer

By

[illegible]
Asst. State Highway Engineer

[illegible]

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FOR FILING

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2904 1

September 17, 1948

Maryland Casualty Company
Baltimore 3
Maryland

NOTED
H. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to E. C. Hall Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2904 for work on the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County. This payment, which is in the amount of $50,428.59, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $8,089.28. The present payment to the contractor will be made on or after September 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD

9-17-48 gl

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F170-11

2904

September 2, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 30, 1948 on Contract No. 2904, Milton-Washington State Line Section in connection with Federal Aid Project No. F-170 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong

DBP:md

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JUL 30
FOR FILING

F-170 (11)

#2904

Origination
[illegible]
Date
[illegible]

OREGON STATE HIGHWAY COMMISSION

RADIOGRAM

Destination
[illegible]
Time Sent
8:30
Operator

Message to W. C. Williams: ✓

On account Compton Oiling schedule it is imperative that Union Pacific cut over tracks at Freewater immediately.

/s/ H. G. Smith.

NOTED
W. C. WILLIAMS

RECEIVED
JUL 26 1948
OREGON
STATE HIGHWAY COMMISSION

CONFIRMATION COPY—Mail to addressee.

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AUG 11 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

F-170(11)

July 28, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-170(11)
Milton-Washington State Line Sec.
Oregon-Washington Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

Encl.

RECEIVED
[illegible]
STATE [illegible] COMMISSION

Form PR 2 (Revised 1946)

State OREGON WA8pr 7286

Federal Aid Project No. F-170(11)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of July, 1947, by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1945, a project statement, which was approved on the 4th day of September, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy thousand and 00/100 dollars ($170,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources ______
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 29+00 near the junction of Frazier and Main Streets in Milton and survey station 316+14.9 in the NW 1/4, Section 13, T. 6 N., R. 35 E., W.M., at the Washington State Line, without exception,

______, length 5.438 miles, in Umatilla County, being Oregon Federal Aid project No. F-170(11), consisting of 5.438 miles of roadway and one / highway underpass structure. ~~bridges, each of more than 20 feet clear span, ______ of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

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★ JUL…

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred seventy thousand and 00/100 dollars ($170,000.00), which does not exceed the authorized Federal pro rata share of three hundred fifty-six thousand, two hundred fifteen and 74/100 dollars ($356,215.74), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
★ JUL 21 1947 ★
OREGON DISTRICT

RECEIVED
JUL 21 1947
FOR FILING

F-170(ii)

July 17, 1947

Newport Construction Co.
Post Office Box 1
Freewater, Oregon

Gentlemen:

In connection with your subcontract from the E. C. Hall Company on the Milton-Washington State Line Section of the Oregon-Washington Highway, you will be permitted to use the rejects not needed on this job in connection with your Umatilla County contracts.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. C. Smith
Paul Van Scoy
L. E. Chandler
James H. Sturgis
Umatilla County Judge
Pendleton, Oregon

FORM E-30 20M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 8, 1947

SUBJECT: Reject Material
Milton-Washington State Line Contract

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

I enclose a letter from Newport Construction Company requesting permission to sell rejects taken from our gravel pit on the Milton-Washington State Line contract to Umatilla County.

As explained in the attached letter from Mr. Chandler, we wish to retain 1,000 cubic yards of the rejects for future plant patching. We have no objection to Newport selling the remaining rejects to Umatilla County.

If this arrangement is agreeable to you, please notify Newport.

Very truly yours,

Paul Van Scoy

PAUL VAN SCOY
Division Engineer

PVS/fh
cc
encl.
cc L. R. Chandler

FORM E-30 25M 7-45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
July 7, 1947

SUBJECT: Reject material
Milton-State Line Sec.

To: Mr. Paul Van Sooy
Division Engineer
La Grande, Oregon

Dear Sir:

I am enclosing herewith a letter just received from Newport Construction Co in regard to selling reject material from their Milton plant. They are as he states, set up on County land but they are at the present excavating on the State property and selling the material to the County.

I have told Mr. Newport that we will require one thousand yard of this reject material to be piled on our own property.

Very truly yours,

L. R. Chandler
Resident Engineer

Enc:
Van Sooy -2

M. R. NEWPORT
VICE-PRESIDENT

H. R. NEWPORT
PRESIDENT-TREASURER

A. NIELSEN
SECRETARY

NEWPORT CONSTRUCTION CO.
INCORPORATED 1904
GENERAL CONTRACTORS
N. E. 7031 HALSEY ST. - PORTLAND, OREGON
TELEPHONE SU 0863

Post Office Box L
Freewater, Oregon

Oregon State Highway Commission
L. R. Chandler, Resident Engineer
Pendleton, Oregon

Gentlemen: re: Crushing for E. E. Hall Co. on the Milton-Washington State Line Section of the Oregon-Washington Highway.

Our crushing plant in set up on the Umatilla County property on the Walla Walla River adjacent to the State property with the feed conveyors arranged to handle raw material from both State and County sections, about one half from each.

We have an agreement with the County Court to crush the scalpings for use on their county roads. At the present time we are reducing 1¾"minus scalpings to ¾"minus for surfacing and road mix.

We desire permission to use this material for them.

Very truly yours,

Newport Construction Company

MRNewport

M. R. Newport.

RECEIVED
JUL 8 1947
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JUN 13 1947
FOR FILING

F-170-11

June 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis of project agreement for the Milton-Washington State Line Section, Project No. F-170 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

JW:[illegible]
Encl.

Oregon State Highway Department Federal Aid Project No. F-170 (11)

MILTON-WASHINGTON STATE LINE SECTION
OF THE OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 27, 1947

City of Milton (Sta. 29+00 to 35+70)(Sta. 45+65 to 67+67)
(65' Roadway) (Contract No. 2904)

All Required	Clearing and Grubbing (10%)		$ 1,000.00
150 cu. yds.	General Excavation, Unclassified	$ 0.27	40.50
11 cu. yds.	Concrete Curbs	40.00	440.00
70 sq. yds.	Concrete Walks	3.25	227.50
2,250 tons	Class "B" Asphaltic Concrete	8.00	18,000.00
		Subtotal	$ 19,708.00
		10% Engr. & Cont.	1,970.80
		Total	$ 21,678.80
	Length	0.544 mile	
	Cost per mile	$39,850.73	

City of Milton (Sta. 35+70 to 45+65)(70' Roadway)(Contract No. 2904)

All Required	Clearing and Grubbing (3%)		$ 300.00
830 tons	Class "B" Asphaltic Concrete	$ 8.00	6,640.00
		Subtotal	$ 6,940.00
		10% Engr. & Cont.	694.00
		Total	$ 7,634.00
	Length	0.188 mile	
	Cost per mile	$40,606.38	

City of Milton (Sta. 67+67 to 74+82)(44' Roadway)(Contract No. 2904)

All Required	Clearing and Grubbing (2%)		$ 200.00
130 cu. yds.	Structural Excavation, Unclassified	$ 2.50	325.00
660 cu. yds.	General Excavation, Unclassified	0.27	178.20

17,000	yd. sta.	Short Overhaul	$ 0.02	$ 340.00
680	C-yd. sta.	Long Overhaul	0.50	340.00
0.14	mile	Finishing Roadbed and Slopes	500.00	70.00
64	lin. ft.	12" Concrete Pipe	2.25	144.00
110	lin. ft.	8" Concrete Sewer Pipe	1.50	165.00
40	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	80.00
600	lin. ft.	Salvaging Culvert Pipe	2.00	1,200.00
2	only	Concrete Catch Basins	65.00	130.00
33	cu. yds.	Concrete Curbs	40.00	1,320.00
250	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.40	600.00
40	M-gal.	Sprinkling	2.25	90.00
0.14	mile	Preparation of Base	250.00	35.00
340	cu. yds.	Furnishing and Placing Aggregates	3.80	1,292.00
24	tons	Furnishing and Placing 120-150 Asphalt	35.60	854.40
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	132.00
				$ 7,495.60

Little Walla Walla River Bridge (Sta. 74+70 to 74+90) (Contract No. 2905)

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
300	cu. yds.	Excavation	$ 3.00	900.00
10	cu. yds.	Excavation Below Elevation Shown	5.00	50.00
140	cu. yds.	Class "A" Concrete	54.00	7,560.00
24,000	lbs.	Metal Reinforcement	0.09	2,160.00
1	only	Drain Gate 16"	75.00	75.00
25	lin. ft.	Concrete Pipe 8"	2.00	50.00
				$ 13,795.00

Subtotal	$ 21,290.60
10% Engr. & Cont.	2,129.06
Total	$ 23,419.66

Length	0.135 mile
Cost per mile	$173,478.96

City of Freewater (Sta. 87+38.2 to 96+00) (Sta. 111+50 to 121+92.5) (44' Roadway) (Contract No. 2904)

All Required		Clearing and Grubbing (7%)		$ 700.00
410	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,025.00
110	cu. yds.	Trench Excavation, Unclassified	2.50	275.00

43,000	cu. yds.	General Excavation, Unclassified	$ 0.27	$ 11,610.00
48,500	yd. sta.	Short Overhaul	0.02	970.00
300	C-yd. sta.	Long Overhaul	0.50	150.00
4,000	lin. ft.	Rounding Cutbanks	0.20	800.00
0.36	mile	Finishing Roadbed and Slopes	500.00	180.00
370	lin. ft.	18" Corr. Metal Pipe	3.75	1,387.50
300	lin. ft.	18" Corr. Metal Siphon Pipe	5.00	1,500.00
110	lin. ft.	24" Corr. Metal Siphon Pipe	7.00	770.00
140	lin. ft.	48" Corr. Metal Siphon Pipe	14.00	1,960.00
40	lin. ft.	12" Concrete Pipe	2.25	90.00
5	only	Concrete Distribution Boxes	50.00	250.00
26	cu. yds.	Concrete End Basins	60.00	1,560.00
28	cu. yds.	Concrete Curbs	40.00	1,120.00
1.4	M-FBM	Douglas Fir Lumber in Flume	250.00	350.00
4,200	lbs.	Wire Fabric	0.10	420.00
700	cu. yds.	Rock Materials in Dike	3.00	2,100.00
52	cu. yds.	Concrete Median Strip	40.00	2,080.00
70	lin. ft.	3/4" Electrical Conduit	0.60	42.00
40	lin. ft.	1" Electrical Conduit	0.75	30.00
All Required		Constructing Recesses f r Traffic Control Markers (100%)		400.00
1,180	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.40	2,832.00
120	M-gal.	Sprinkling	2.25	270.00
0.36	mile	Preparation of Base	250.00	90.00
1,130	cu. yds.	Furnishing and Placing Aggregates	3.80	4,294.00
82	tons	Furnishing and Placing 121-150 Asphalt	35.60	2,919.20
12	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	396.00
				$ 40,570.70

Hudson Bay Canal Siphon (Sta. 112+06)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
540	cu. yds	Excavation	$ 3.00	1,620.00
50	cu. yds.	Excavation Below Elevation Shown	5.00	250.00
120	cu. yds.	Class "A" Concrete	60.00	7,200.00
16,000	lbs.	Metal Reinforcement	0.09	1,440.00
1	only	Drain Gate, 12"	100.00	100.00
25	cu. yds.	Riprap	12.00	300.00
				$ 12,910.00

Subtotal	$ 53,480.70
10% Engr. & Cont.	5,348.07
Total	$ 58,828.77

Length	0.361 mile
Cost per mile	$162,960.58

City of Freewater (**Sta. 96+00 to 98+68.2**)(**Sta. 103+33.2 to 111+50**)
(**24' Roadway**)(**Contract No. 2904**)

All Required		Clearing and Grubbing (4%)		$ 400.00
200	cu. yds.	Structural Excavation, Unclassified	$ 2.50	500.00
120	cu. yds.	Trench Excavation, Unclassified	2.50	300.00
47,000	cu. yds.	General Excavation, Unclassified	0.27	12,690.00
48,700	yd. sta.	Short Overhaul	0.02	974.00
50	C-yd. sta.	Long Overhaul	0.50	25.00
2,500	lin. ft.	Rounding Cutbanks	0.20	500.00
0.21	mile	Finishing Roadbed and Slopes	500.00	105.00
60	lin. ft.	18" Corr. Metal Pipe	3.75	225.00
140	lin. ft.	6" Corr. Metal Siphon Pipe	2.50	350.00
50	lin. ft.	12" Corr. Metal Siphon Pipe	4.00	200.00
120	lin. ft.	18" Corr. Metal Siphon Pipe	5.00	600.00
30	lin. ft.	24" Concrete Pipe	5.25	157.50
200	lin. ft.	4" Galvanized Water Pipe	2.25	450.00
5	only	Concrete Distribution Boxes	50.00	250.00
15	cu. yds.	Concrete End Basins	60.00	900.00
5.6	M-FBM	Douglas Fir Lumber	250.00	1,400.00
30	lin. ft.	Spring Bracket Guard Rail With Wood Posts	4.00	120.00
740	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.40	1,776.00
70	M-gal.	Sprinkling	2.25	157.50
0.21	mile	Preparation of Base	250.00	52.50
520	cu. yds.	Furnishing and Placing Aggregates	3.80	1,976.00
38	tons	Furnishing and Placing 121-150 Asphalt	35.60	1,352.80
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	198.00
		Subtotal		$ 25,659.30
		10% Engr. & Cont.		2,565.93
		Total		$ 28,225.23

Length 0.205 mile
Cost per mile $137,684.04

Outside Cities (**Sta. 74+82 to 87+38.2**)(**44' Roadway**)(**Contract No. 2904**)

All Required		Clearing and Grubbing (4%)		$ 400.00
20	cu. yds.	Structural Excavation, Unclassified	$ 2.50	50.00
40	cu. yds.	Trench Excavation, Unclassified	2.50	100.00
40	cu. yds.	General Excavation, Unclassified	0.27	10.80
68,500	yd. sta.	Short Overhaul	0.02	1,370.00
1,000	C-yd. sta.	Long Overhaul	0.50	500.00
0.24	mile	Finishing Roadbed and Slopes	500.00	120.00

70	lin. ft.	18" Corr. Metal Pipe	$ 3.75	$ 262.50
76	lin. ft.	12" Concrete Pipe	2.25	171.00
60	lin. ft.	16" Concrete Pipe	4.25	255.00
58	cu. yds.	Concrete Curbs	40.00	2,320.00
530	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.40	1,272.00
75	M-gal.	Sprinkling	2.25	168.75
0.24	mile	Preparation of Base	250.00	60.00
620	cu. yds.	Furnishing and Placing Aggregates	3.80	2,356.00
46	tons	Furnishing and Placing 120-150 Asphalt	35.60	1,627.60
7	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	231.00
			Subtotal	$ 11,284.65
			10% Engr. & Cont.	1,128.46
			Total	$ 12,413.11

Length 0.238 mile

Cost per mile $52,155.92

Outside Cities (Sta. 98+68.2 to 103+33.2)(Sta. 121+92.5 to 316+14.9)
(24' Roadway) (Contract No. 2904)

All Required		Clearing and Grubbing (70%)		$ 7,000.00
280	cu. yds.	Structural Excavation, Unclassified	$ 2.50	700.00
830	cu. yds.	Trench Excavation, Unclassified	2.50	2,075.00
63,150	cu. yds.	General Excavation, Unclassified	0.27	17,050.50
417,300	yd. sta.	Short Overhaul	0.02	8,346.00
18,970	C-yd. sta.	Long Overhaul	0.50	9,485.00
2,500	lin. ft.	Rounding Cutbanks	0.20	500.00
3.76	miles	Finishing Roadbed and Slopes	500.00	1,880.00
1,100	lin. ft.	18" Corr. Metal Pipe	3.75	4,125.00
100	lin. ft.	24" Corr. Metal Pipe	5.00	500.00
180	lin. ft.	36" Corr. Metal Pipe	8.00	1,440.00
70	lin. ft.	18" Corr. Metal Siphon Pipe	5.00	350.00
270	lin. ft.	6" Perforated Corr. Metal Drain Pipe (Coated)	1.50	405.00
100	lin. ft.	30" Concrete Pipe	7.50	750.00
4	cu. yds.	Rock or Gravel Backfill in Drains	4.00	16.00
100	lin. ft.	Salvaging Culvert Pipe	2.00	200.00
10	only	Concrete Distribution Boxes	50.00	500.00
5	cu. yds.	Concrete End Basins	60.00	300.00
16,200	lbs.	Wire Fabric	0.10	1,620.00
1,700	cu. yds.	Rock Materials in Dike	3.00	5,100.00
39,500	cu. yds.	Selected Roadbed Topping	0.65	25,675.00
69,000	yd. mi.	Hauling Roadbed Topping	0.15	10,350.00
7,800	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.40	18,720.00
1,155	M-gal.	Sprinkling	2.25	2,598.75

3.76	miles	Preparation of Base	$ 250.00	$ 940.00
5,490	cu. yds.	Furnishing and Placing Aggregates	3.80	20,862.00
400	tons	Furnishing and Placing 121-150 Asphalt	35.60	14,240.00
57	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	1,881.00
		Subtotal		$157,609.25
		10% Engr. & Cont.		15,760.92
		Total		$173,370.17

Length 3.767 miles
Cost per mile $46,023.40

Undercrossing Structure (Sta. 109+03.8)(Contract No. 2905)

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
400	cu. yds.	Excavation	$ 3.00	1,200.00
30	cu. yds.	Excavation Below Elevation Shown	5.00	150.00
330	cu. yds.	Class "A" Concrete	54.00	17,820.00
53,000	lbs.	Metal Reinforcement	0.09	4,770.00
230	lin. ft.	18" Concrete Pipe	3.00	690.00
230	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	230.00
		Subtotal		$ 27,860.00
		10% Engr. & Cont.		2,786.00
		Total		$ 30,646.00

Length of Undercrossing Structure 0.00 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
City of Milton:			
65' Roadway	$ 21,678.80	$ 10,346.00	$ 11,332.80
70' Roadway	7,634.00	3,643.00	3,991.00
44' Roadway	23,419.66	11,177.00	12,242.66
City of Freewater:			
44' Roadway	58,828.77	28,075.00	30,753.77
24' Roadway	28,225.23	13,470.00	14,755.23
Outside Cities:			
44' Roadway	12,413.11	5,924.00	6,489.11
24' Roadway	173,370.17	82,739.00	90,631.17
Structure	30,646.00	14,626.00	16,020.00
	$356,215.74	$170,000.00	$186,215.74

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

March 26, 1947

Mr. T. R. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimates to accompany plans and specifications for the Wilson-Washington County Line Section, Project No. F-170 (11).

Six bid proposals each for the road work and structures are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:SM

Encl.

Oregon State Highway Department   Federal Aid Project No. F-170 (11)

MILTON-WASHINGTON STATE LINE SECTION OF THE OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 25, 1947

City of Milton (Sta. 29+00 to 35+70)(Sta. 45+65 to 67+67) (65' Roadway)

All Required		Clearing and Grubbing (10%)		$ 400.00
150	cu. yds.	General Excavation, Unclassified	$ 0.24	36.00
11	cu. yds.	Concrete Curbs	40.00	440.00
70	sq. yds.	Concrete Walks	2.00	140.00
2,250	tons	Class "B" Asphaltic Concrete	8.50	19,125.00
			Subtotal	$ 20,141.00
			10% Engr. & Cont.	2,014.10
			Total	$ 22,155.10
		Length	0.544 mile	
		Cost per mile	$ 40,726.28	

City of Milton (Sta. 35+70 to 45+65)(70' Roadway)

All Required		Clearing and Grubbing (3%)		$ 120.00
830	tons	Class "B" Asphaltic Concrete	$ 8.50	7,055.00
			Subtotal	$ 7,175.00
			10% Engr. & Cont.	717.50
			Total	$ 7,892.50
		Length	0.188 mile	
		Cost per mile	$ 41,981.38	

City of Milton (Sta. 67+67 to 74+82) (44' Roadway)

All Required		Clearing and Grubbing (2%)		$ 80.00
130	cu. yds.	Structural Excavation, Unclassified	$ 2.00	260.00
660	cu. yds.	General Excavation, Unclassified	0.24	158.40

17,000	yd. stas.	Short Overhaul	$ 0.015	$ 255.00
680	C-yd. stas.	Long Overhaul	0.40	272.00
0.14	mile	Finishing Roadbed and Slopes	350.00	49.00
64	lin. ft.	12" Concrete Pipe	1.50	96.00
110	lin. ft.	8" Sewer Pipe	1.00	110.00
40	lin. ft.	Extra for Installing Pipe Under Pavement	1.00	40.00
600	lin. ft.	Salvaging Culvert Pipe	1.50	900.00
2	only	Concrete Catch Basins	35.00	70.00
33	cu. yds.	Concrete Curbs	40.00	1,320.00
250	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	625.00
40	M-gals.	Sprinkling	2.00	80.00
0.14	mile	Preparation of Base	200.00	28.00
340	cu. yds.	Furnishing and Placing Aggregates	3.75	1,275.00
24	tons	Furnishing and Placing 121-150 Asphalt	30.00	720.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	120.00
				$ 6,458.40

Little Walla Walla River Bridge (Sta. 74+70 to 74+90)

All Required		Shoring, Cribbing, Etc.		$ 2,500.00
300	cu. yds.	Excavation	$ 5.00	1,500.00
10	cu. yds.	Excavation Below Elevation Shown	7.50	75.00
140	cu. yds.	Class "A" Concrete	51.00	7,140.00
24,000	lbs.	Metal Reinforcement	0.10	2,400.00
1	only	Drain Gate 16"	350.00	350.00
25	lin. ft.	Concrete Pipe 8"	1.00	25.00
				$ 13,990.00
			Subtotal	$ 20,448.40
			10% Engr. & Cont.	2,044.84
			Total	$ 22,493.24

Length 0.135 mile
Cost per mile $166,616.59

City of Freewater (Sta. 87+78.2 to 96+00)(Sta. 111+50 to 121+92.5) (44' Roadway)

All Required		Clearing and Grubbing (7%)		$ 280.00
410	cu. yds.	Structural Excavation, Unclassified	$ 2.00	820.00
110	cu. yds.	Trench Excavation, Unclassified	2.00	220.00
43,000	cu. yds.	General Excavation, Unclassified	0.24	10,320.00
48,500	yd. stas.	Short Overhaul	0.015	727.50
300	C-yd. stas.	Long Overhaul	0.40	120.00

4,000	lin. ft.	Rounding Cutbanks	$ 0.15	$ 600.00
0.36	mile	Finishing Roadbed and Slopes	350.00	126.00
370	lin. ft.	18" Corr. Metal Pipe	3.00	1,110.00
300	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	1,200.00
110	lin. ft.	24" Corr. Metal Siphon Pipe	6.00	660.00
140	lin. ft.	48" Corr. Metal Siphon Pipe	14.00	1,960.00
40	lin. ft.	12" Concrete Pipe	1.50	60.00
5	only	Concrete Distribution Boxes	40.00	200.00
26	cu. yds.	Concrete End Basins	50.00	1,300.00
28	cu. yds.	Concrete Curbs	40.00	1,120.00
1.4	M-FBM	Douglas Fir Lumber in Flume	175.00	245.00
4,200	lbs.	Wire Fabric	0.25	1,050.00
700	cu. yds.	Rock Materials in Dike	4.50	3,150.00
52	cu. yds.	Concrete Median Strip	40.00	2,080.00
70	lin. ft.	3/4" Electrical Conduit	0.50	35.00
40	lin. ft.	1" Electrical Conduit	0.60	24.00
All Required		Constructing Recesses for Traffic Control Markers (100%)		50.00
1,180	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	2,950.00
120	M-gals.	Sprinkling	2.00	240.00
0.36	mile	Preparation of Base	200.00	72.00
1,130	cu.yds.	Furnishing and Placing Aggregates	3.75	4,237.50
82	tons	Furnishing and Placing 121-150 Asphalt	30.00	2,460.00
12	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	360.00
				$ 37,777.00

Hudson Bay Canal Siphon (Sta. 112+06)

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
540	cu. yds.	Excavation	$ 5.00	2,700.00
50	cu. yds.	Excavation Below Elevation Shown	7.50	375.00
120	cu. yds.	Class "A" Concrete	55.00	6,600.00
16,000	lbs.	Metal Reinforcement	0.10	1,600.00
1	only	Drain Gate, 12"	300.00	300.00
25	cu. yds.	Riprap	7.00	175.00
				$ 12,750.00

Subtotal	$ 50,527.00
10% Engr. & Cont.	5,052.70
Total	$ 55,579.70

Length	0.361 mile
Cost per mile	$ 153,960.38

City of Freewater (Sta. 96+00 to 98+68.2) (Sta. 103+33.2 to 111+50) (24' Roadway)

All Required		Clearing and Grubbing (4%)		$ 160.00
200	cu. yds.	Structural Excavation, Unclassified	$ 2.00	400.00
120	cu. yds.	Trench Excavation, Unclassified	2.00	240.00
47,000	cu. yds.	General Excavation, Unclassified	0.24	11,280.00
48,700	yd. stas.	Short Overhaul	0.015	730.50
50	C-yd. stas.	Long Overhaul	0.40	20.00
2,500	lin. ft.	Rounding Cutbanks	0.15	375.00
0.21	mile	Finishing Roadbed and Slopes	350.00	73.50
60	lin. ft.	18" Corr. Metal Pipe	3.00	180.00
140	lin. ft.	6" Corr. Metal Siphon Pipe	1.25	175.00
50	lin. ft.	12" Corr. Metal Siphon Pipe	3.00	150.00
120	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	480.00
30	lin. ft.	24" Concrete Pipe	4.00	120.00
200	lin. ft.	4" Galvanized Water Pipe	1.50	300.00
5	only	Concrete Distribution Boxes	40.00	200.00
15	cu. yds.	Concrete End Basins	50.00	750.00
5.6	M-FBM	Douglas Fir Lumber	175.00	980.00
30	lin. ft.	Spring Bracket Guard Rail With Wood Posts	2.50	75.00
740	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,850.00
70	M-gals.	Sprinkling	2.00	140.00
0.21	mile	Preparation of Base	200.00	42.00
520	cu. yds.	Furnishing and Placing Aggregates	3.75	1,950.00
38	tons	Furnishing and Placing 121-150 Asphalt	30.00	1,140.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	180.00
		Subtotal		$ 21,991.00
		10% Engr. & Cont.		2,199.10
		Total		$ 24,190.10

Length 0.205 mile
Cost per mile $118,000.48

Outside Cities (Sta. 74+82 to 87+38.2) (44' Roadway)

All Required		Clearing and Grubbing (4%)		$ 160.00
20	cu. yds.	Structural Excavation, Unclassified	$ 2.00	40.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
40	cu. yds.	General Excavation, Unclassified	0.24	9.60
68,500	yd. stas.	Short Overhaul	0.015	1,027.50

1,000	C-yd. stas.	Long Overhaul	$ 0.40	$ 400.00
0.24	mile	Finishing Roadbed and Slopes	350.00	84.00
70	lin. ft.	18" Corr. Metal Pipe	3.00	210.00
76	lin. ft.	12" Concrete Pipe	1.50	114.00
60	lin. ft.	16" Concrete Pipe	3.00	180.00
58	cu. yds.	Concrete Curbs	40.00	2,320.00
530	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,325.00
75	M-gals.	Sprinkling	2.00	150.00
0.24	mile	Preparation of Base	200.00	48.00
620	cu. yds.	Furnishing and Placing Aggregates	3.75	2,325.00
46	tons	Furnishing and Placing 121-150 Asphalt	30.00	1,380.00
7	tons	Furnishing and Placing MC-3 or Emulsified Asphalt	30.00	210.00
			Subtotal	$ 10,063.10
			10% Engr. & Cont.	1,006.31
			Total	$ 11,069.41

Length	0.238 mile
Cost per mile	$ 46,510.12

Outside Cities (Sta. 98+68.2 to 103+32.2) (Sta. 121+92.5 to 316+14.9)(24' Roadway)

All Required		Clearing and Grubbing (70%)		$ 2,800.00
280	cu. yds.	Structural Excavation, Unclassified	$ 2.00	560.00
830	cu. yds.	Trench Excavation, Unclassified	2.00	1,660.00
63,150	cu. yds.	General Excavation, Unclassified	0.24	15,156.00
417,300	yd. stas.	Short Overhaul	0.015	6,259.50
18,970	C-yd. stas.	Long Overhaul	0.40	7,588.00
2,500	lin. ft.	Rounding Cutbanks	0.15	375.00
3.76	miles	Finishing Roadbed and Slopes	350.00	1,316.00
1,100	lin. ft.	18" Corr. Metal Pipe	3.00	3,300.00
100	lin. ft.	24" Corr. Metal Pipe	4.00	400.00
180	lin. ft.	36" Corr. Metal Pipe	8.50	1,530.00
70	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	280.00
270	lin. ft.	6" Perforated Corr. Metal Drain Pipe (Coated)	1.00	270.00
100	lin. ft.	30" Concrete Pipe	6.00	600.00
4	cu. yds.	Rock or Gravel Backfill in Drains	4.00	16.00
100	lin. ft.	Salvaging Culvert Pipe	1.50	150.00
10	only	Concrete Distribution Boxes	40.00	400.00
5	cu. yds.	Concrete End Basins	50.00	250.00
16,200	lbs.	Wire Fabric	0.25	4,050.00
1,700	cu. yds.	Rock Materials in Dike	4.50	7,650.00
39,500	cu. yds.	Selected Roadbed Topping	0.45	17,775.00

69,000	yd. mi.	Hauling Roadbed Topping	$ 0.15	$ 10,350.00
7,800	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	19,500.00
1,155	M-gals.	Sprinkling	2.00	2,310.00
3.76	miles	Preparation of Base	200.00	752.00
5,490	cu. yds.	Furnishing and Placing Aggregates	3.75	20,587.50
400	tons	Furnishing and Placing 121-150 Asphalt	30.00	12,000.00
57	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,710.00
			Subtotal	$139,595.00
			10% Engr. & Cont.	13,959.50
			Total	$153,554.50

Length 3.767 miles
Cost per mile $ 40,463.07

Undercrossing Structure (Sta. 109+03.8)

All Required		Shoring, Cribbing, Etc.		$ 750.00
400	cu. yds.	Excavation	$ 5.00	2,000.00
30	cu. yds.	Excavation Below Elevation Shown	7.50	225.00
330	cu. yds.	Class "A" Concrete	51.00	16,830.00
53,000	lbs.	Metal Reinforcement	0.10	5,300.00
230	lin. ft.	18" Concrete Pipe	3.00	690.00
230	lin. ft.	8" Perforated Concrete Drain Pipe	1.50	345.00
			Subtotal	$ 26,140.00
			10% Engr. & Cont.	2,614.00
			Total	$ 28,754.00

Length of Undercrossing Structure 0.00 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
City of Milton:			
65' Roadway	$ 22,155.10	$ 11,564.00	$ 10,591.10
70' Roadway	7,892.50	4,120.00	3,772.50
44' Roadway	22,493.24	11,741.00	10,752.24
City of Freewater:			
44' Roadway	55,579.70	29,011.00	26,568.70
24' Roadway	24,190.10	12,626.00	11,564.10
Outside Cities:			
44' Roadway	11,069.41	5,778.00	5,291.41
24' Roadway	153,554.50	80,151.00	73,403.50
Structure	28,754.00	15,009.00	13,745.00
	$325,688.55	$170,000.00	$155,688.55

April 26, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and three copies of right of way statement for the Milton-Washington State Line Section, Project No. F-170 (11).

Six bid proposals each of the road and structure projects, six copies of standard bridge specifications and six sets of blue line plans are being sent under separate cover.

Landscaping work contemplated for this project will consist of rounding of cutbanks, more or less general seeding of roadbed slopes and possibly the planting of suitable shrubs at points where such plantings can be used effectively.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department   Federal Aid Project No. F-170 (11)

MILTON-WASHINGTON STATE LINE SECTION OF THE OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 25, 1946

All Required	Lands, Rights of Way, Etc.		$ 10,000.00

CONSTRUCTION

City of Milton (Sta. 29+00 to 35+70) (Sta. 45+65 to 67+67) (65' Roadway)

All Required	Clearing and Grubbing (10%)		$ 400.00
150 cu. yds.	General Excavation, Unclassified	$0.22	33.00
11 cu. yds.	Concrete Curbs	35.00	385.00
70 sq. yds.	Concrete Walks	2.00	140.00
2,250 tons	Class "B" Asphaltic Concrete	7.50	16,875.00
	Subtotal		$ 17,833.00
	10% Engr. & Cont.		1,783.30
	Total		$ 19,616.30

Length 0.544 mile
Cost per mile $ 36,059.37

City of Milton (Sta. 35+70 to 45+65) (70' Roadway)

All Required	Clearing and Grubbing (03%)		$ 120.00
830 tons	Class "B" Asphaltic Concrete	$ 7.50	6,225.00
	Subtotal		$ 6,345.00
	10% Engr. & Cont.		634.50
	Total		$ 6,979.50

Length 0.188 mile
Cost per mile $ 37,125.00

City of Milton (Sta. 67+67 to 74+82) (44' Roadway)

All Required		Clearing and Grubbing (02%)		$ 80.00
130	cu. yds.	Structural Excavation, Unclassified	$ 2.00	260.00
660	cu. yds.	General Excavation, Unclassified	0.22	145.20
17,000	yd. stas.	Short Overhaul	0.01	170.00
680	C-yd. stas.	Long Overhaul	0.40	272.00
0.14	mile	Finishing Roadbed and Slopes	350.00	49.00
64	lin. ft.	12" Concrete Pipe	1.50	96.00
110	lin. ft.	8" Sewer Pipe	1.00	110.00
40	lin. ft.	Extra for Installing Pipe Under Pavement	1.00	40.00
600	lin. ft.	Salvaging Culvert Pipe	1.50	900.00
2	only	Catch Basins	35.00	70.00
33	cu. yds.	Concrete Curbs	35.00	1,155.00
250	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	625.00
40	M-gals.	Sprinkling	2.00	80.00
0.14	mile	Preparation of Base	200.00	28.00
340	cu. yds.	Furnishing and Placing Aggregates	3.50	1,190.00
24	tons	Furnishing and Placing 121-150 Asphalt	30.00	720.00
4	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	120.00
				$ 6,110.20

Little Walla Walla River Bridge (Sta. 74+70 to 74+90)

All Required		Shoring, Cribbing, Etc.		$ 500.00
300	cu. yds.	Excavation	$ 4.00	1,200.00
10	cu. yds.	Excavation Below Elevation Shown	8.00	80.00
140	cu. yds.	Class "A" Concrete	38.00	5,320.00
24,000	lbs.	Metal Reinforcement	0.07	1,680.00
1	only	Drain Gate 16"	250.00	250.00
25	lin. ft.	Concrete Pipe 8"	0.80	20.00
				$ 9,050.00

Subtotal	$ 15,160.20
10% Engr. & Cont.	1,516.02
Total	$ 16,676.22

Length	0.135 mile
Cost per mile	$ 123,527.55

City of Freewater (Sta. 87+38.2 to 96+00)(Sta. 111+50 to 121+92.5)
(44' Roadway)

All Required		Clearing and Grubbing (07%)		$ 280.00
410	cu. yds.	Structural Excavation, Unclassified	$ 2.00	820.00
110	cu. yds.	Trench Excavation, Unclassified	2.00	220.00
43,000	cu. yds.	General Excavation, Unclassified	0.22	9,460.00
48,500	yd. stas.	Short Overhaul	0.01	485.00
300	C-yd. stas.	Long Overhaul	0.40	120.00
4,000	lin. ft.	Rounding Cutbanks	0.12	480.00
0.36	mile	Finishing Roadbed and Slopes	350.00	126.00
370	lin. ft.	18" Corr. Metal Pipe	3.00	1,110.00
300	lin. ft.	18" Corr. Metal Siphon Pipe	3.25	975.00
110	lin. ft.	24" Corr. Metal Siphon Pipe	4.50	495.00
140	lin. ft.	48" Corr. Metal Siphon Pipe	12.00	1,680.00
40	lin. ft.	12" Concrete Pipe	1.50	60.00
5	only	Concrete Distribution Boxes	35.00	175.00
26	cu. yds.	Concrete End Basins	40.00	1,040.00
28	cu. yds.	Concrete Curbs	35.00	980.00
14	M-FBM	Douglas Fir Lumber in Flume	130.00	182.00
4,200	lbs.	Wire Fabric	0.25	1,050.00
700	cu. yds.	Rock Materials in Dike	4.50	3,150.00
52	cu. yds.	Concrete Median Strip	35.00	1,820.00
70	lin. ft.	3/4" Electrical Conduit	0.50	35.00
40	lin. ft.	1" Electrical Conduit	0.60	24.00
All Required		Constructing Recesses for Traffic Control Markers (100%)		50.00
1,180	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	2,950.00
120	M-gals.	Sprinkling	2.00	240.00
0.36	mile	Preparation of Base	200.00	72.00
1,130	cu. yds.	Furnishing and Placing Aggregates	3.50	3,955.00
82	tons	Furnishing and Placing 121-150 Asphalt	30.00	2,460.00
12	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	360.00
				$ 34,854.00

Hudson Bay Canal Siphon (Sta. 112+06)

All Required		Shoring, Cribbing, Etc.		$ 500.00
540	cu. yds.	Excavation	$ 4.00	2,160.00
50	cu. yds.	Excavation Below Elevation Shown	8.00	400.00
120	cu. yds.	Class "A" Concrete	38.00	4,560.00
16,000	lbs.	Metal Reinforcement	0.07	1,120.00
1	only	Drain Gate, 12"	200.00	200.00
25	cu. yds.	Riprap	5.00	125.00
				$ 9,065.00

Subtotal	$ 43,919.00
10% Engr. and Cont.	4,391.90
Total	$ 48,310.90

Length 0.361 mile
Cost per mile $ 133,825.20

City of Freewater (Sta. 96+00 to 98+68.2)(Sta. 103+33.2 to 111+50)
(24' Roadway)

All Required		Clearing and Grubbing (04%)		$ 160.00
200	cu. yds.	Structural Excavation, Unclassified	$ 2.00	400.00
120	cu. yds.	Trench Excavation, Unclassified	2.00	240.00
47,000	cu. yds.	General Excavation, Unclassified	0.22	10,340.00
48,700	yd. stas.	Short Overhaul	0.01	487.00
50	C-yd. stas.	Long Overhaul	0.40	20.00
2,500	lin. ft.	Rounding Cutbanks	0.12	300.00
0.21	mile	Finishing Roadbed and Slopes	350.00	73.50
60	lin. ft.	18" Corr. Metal Pipe	3.00	180.00
140	lin. ft.	6" Corr. Metal Siphon Pipe	1.25	175.00
50	lin. ft.	12" Corr. Metal Siphon Pipe	2.00	100.00
120	lin. ft.	18" Corr. Metal Siphon Pipe	3.25	390.00
30	lin. ft.	24" Concrete Pipe	4.00	120.00
200	lin. ft.	4" Galvanized Water Pipe	1.50	300.00
5	only	Concrete Distribution Boxes	35.00	175.00
15	cu. yds.	Concrete End Basins	40.00	600.00
5.6	M-FBM	Douglas Fir Lumber	130.00	728.00
30	lin. ft.	Spring Bracket Guard Rail (Wood Posts)	2.50	75.00
740	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,850.00
70	M-gals.	Sprinkling	2.00	140.00
0.21	mile	Preparation of Base	200.00	42.00
520	cu. yds.	Furnishing and Placing Aggregates	3.50	1,820.00
38	tons	Furnishing and Placing 121-150 Asphalt	30.00	1,140.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	180.00

Subtotal	$ 20,035.50
10% Engr. & Cont.	2,003.55
Total	$ 22,039.05

Length 0.205 mile
Cost per mile $ 107,507.56

Outside Cities (Sta. 74+82 to 87+38.2) (44' Roadway)

All Required		Clearing and Grubbing (04%)		$ 160.00
20	cu. yds.	Structural Excavation, Unclassified	$ 2.00	40.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
40	cu. yds.	General Excavation, Unclassified	0.22	8.80
68,500	yd. stas.	Short Overhaul	0.01	685.00
1,000	C-yd. stas.	Long Overhaul	0.40	400.00
0.24	mile	Finishing Roadbed and Slopes	350.00	84.00
70	lin. ft.	18" Corr. Metal Pipe	3.00	210.00
76	lin. ft.	12" Concrete Pipe	1.50	114.00
60	lin. ft.	16" Concrete Pipe	3.00	180.00
58	cu. yds.	Concrete Curbs	35.00	2,030.00
530	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	1,325.00
75	M-gals.	Sprinkling	2.00	150.00
0.24	mile	Preparation of Base	200.00	48.00
620	cu. yds.	Furnishing and Placing Aggregates	3.50	2,170.00
46	tons	Furnishing and Placing 121-150 Asphalt	30.00	1,380.00
7	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	210.00
		Subtotal		$ 9,274.80
		10% Engr. & Cont.		927.48
		Total		$ 10,202.28

Length	0.238 mile
Cost per mile	$ 42,866.72

Outside Cities (Sta. 98+68.2 to 103+33.2)(Sta. 121+92.5 to 316+14.9) (24' Roadway)

All Required		Clearing and Grubbing (70%)		$ 2,800.00
280	cu. yds.	Structural Excavation, Unclassified	$ 2.00	560.00
830	cu. yds.	Trench Excavation, Unclassified	2.00	1,660.00
63,150	cu. yds.	General Excavation, Unclassified	0.22	13,893.00
417,300	yd. stas.	Short Overhaul	0.01	4,173.00
18,970	C-yd. stas.	Long Overhaul	0.40	7,588.00
2,500	lin. ft.	Rounding Cutbanks	0.12	300.00
3.76	miles	Finishing Roadbed and Slopes	350.00	1,316.00
1,100	lin. ft.	18" Corr. Metal Pipe	3.00	3,300.00
100	lin. ft.	24" Corr. Metal Pipe	4.00	400.00
180	lin. ft.	36" Corr. Metal Pipe	7.00	1,260.00
70	lin. ft.	18" Corr. Metal Siphon Pipe	3.25	227.50

270	lin. ft.	6" Perforated Corr. Metal Drain Pipe (Coated)	$ 1.00	$ 270.00
100	lin. ft.	30" Concrete Pipe	6.00	600.00
4	cu. yds.	Rock or Gravel Backfill in Drains	4.00	16.00
100	lin. ft.	Salvaging Culvert Pipe	1.50	150.00
10	only	Concrete Distribution Boxes	35.00	350.00
5	cu. yds.	Concrete End Basins	40.00	200.00
16,200	lbs.	Wire Fabric	0.25	4,050.00
1,700	cu. yds.	Rock Materials in Dike	4.50	7,650.00
39,500	cu. yds.	Selected Roadbed Topping	0.35	13,825.00
69,000	yd. mi.	Hauling Roadbed Topping	0.13	8,970.00
7,800	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	19,500.00
1,155	M-gals.	Sprinkling	2.00	2,310.00
3.76	miles	Preparation of Base	200.00	752.00
5,490	cu. yds.	Furnishing and Placing Aggregates	3.50	19,215.00
400	tons	Furnishing and Placing 121-150 Asphalt	30.00	12,000.00
57	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	30.00	1,710.00
			Subtotal	$129,045.50
			10% Engr. & Cont.	12,904.55
			Total	$141,950.05

Length 3.767 miles
Cost per mile $ 37,682.63

Undercrossing Structure (Sta. 109+03.8)

All Required		Shoring, Cribbing, Etc.		$ 500.00
400	cu. yds.	Excavation	$ 4.00	1,600.00
30	cu. yds.	Excavation Below Elevation Shown	8.00	240.00
330	cu. yds.	Class "A" Concrete	38.00	12,540.00
53,000	lbs.	Metal Reinforcement	0.07	3,710.00
230	lin. ft.	18" Concrete Pipe	3.00	690.00
230	lin. ft.	8" Perforated Concrete Drain Pipe	1.00	230.00
			Subtotal	$ 19,510.00
			10% Engr. & Cont.	1,951.00
			Total	$ 21,461.00

Length of Undercrossing Structure 0.00 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Lands, Rights of Way, Etc.	$ 10,000.00	$ 4,900.00	$ 5,100.00
City of Milton:			
65' Roadway	19,616.30	11,378.00	8,238.30
70' Roadway	6,979.50	4,048.00	2,931.50
44' Roadway	16,676.22	9,672.00	7,004.22
City of Freewater:			
44' Roadway	48,310.90	28,021.00	20,289.90
24' Roadway	22,039.05	12,783.00	9,256.05
Outside Cities:			
44' Roadway	10,202.28	5,917.00	4,285.28
24' Roadway	141,950.05	82,333.00	59,617.05
Structure	21,461.00	12,448.00	9,013.00
	$297,235.30	$171,500.00	$125,735.30

MILTON-WASHINGTON STATE LINE SECTION

PROJECT NO. F-170 (11)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 26, 1946

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

800 BEDELL BUILDING
PORTLAND 8, OREGON

April 9, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Highway Project No. F-170(11), Milton - Washington State Line Section of the Oregon - Washington Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
APR 11 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 3 1947
FOR FILING

F-170(11)

May 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 13, 1947, on Contract No. 2904, Milton-Washington State Line Section in connection with Federal Aid Project No. F-170 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:GM

RECEIVED
MAY 27 1947
FOR FILING

F-21-70-11

May 26, 1947

Col. O. E. Walsh
Portland District
U. S. Engineers
628 Pittock Block
Portland 5, Oregon

Attention: Mr. Hickson

Dear Sir:

The State Highway Department recently let a contract for a section of highway from Milton-North through Freewater to the Washington State line, which underpasses the Union Pacific Railroad.

We have been in touch with the plans of the Army Engineers for diking along this section of the river, and had been hopeful that you would receive funds for the complete project before this.

However, we included in our plans an item for approximately 250 feet of dike on the east side of our underpass cut.

We would appreciate your advice as to how and where this dike should be built, whether or not it should be built as we proposed, or whether we should undertake a portion of your proposed dike along the west bank of the river between Army Engineers Stations 247 and 263 (shown on Sheet WA-20-1/9 Plate IX).

If possible, I would like to have one of your engineers go over the project with our Mr. Booth at any convenient time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

Files jm

Charge to ~~the~~ account of

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

RECEIVED
JUN 10 1947
FOR FILING

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

AGENDA
MAY 14 1947

May 2, 1947
2:00 p.m.

E. C. Hall Company
Route 6, Box 630
Portland, Oregon

The State Highway Commission awarded to you yesterday contracts for North Unit, Grant County Line-Crow Flat Section of John Day-Burns Highway in Harney County, grading and surfacing of the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County, and for construction of four bridges on the Oregon-Washington Highway at Milton in Umatilla County, based on your bids submitted April 24, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION

By: H. B. Glaisyer, Secretary

RE:dr
Charge 5001-900
Salem, Oregon

[illegible] crushed rock in stockpiles on the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County.

Construction of four bridges on the Oregon-Washington Highway at Milton, in Umatilla County.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

DR
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Mr. G. S. Paxson
Mrs. Goldie Lewis

5YC

May 2, 1947

R. G. Hall Company
Route 6, Box 630
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the following contracts based on your bids submitted April 24, 1947.

> Grading, surfacing, oiling, and furnishing crushed rock in stockpiles on the North Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.
>
> Asphaltic concrete pavement resurfacing, grading, and bituminous macadam surfacing, and furnishing crushed rock in stockpiles on the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County.
>
> Construction of four bridges on the Oregon-Washington Highway at Milton, in Umatilla County.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

DR
Enc.

cc - Mr. L. R. Probert
Mr. R. G. Smith
Mr. G. S. Paxson
Mrs. Goldie Lewis

5re

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AY 21 1947
OR FILING

EMBER
ALLS
SSMAN, MEMBER
STORIA

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

F-170 (11)

May 19, 1947

#1849

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

NOTED

Dear Sir:

Re: East Side Road Overcrossing
Milton-Washington State Line Structures
Oregon F-170 (11)

Reference is made to your letter of May 12 concerning the abutments for the East Side Road Overcrossing in Umatilla County.

Your Washington office is correct in their interpretation of the assumptions made in the design of the abutments for this structure. When the excavation is made, further inspection will determine whether these assumptions are justified. It is suggested that the matter remain open pending the making of this excavation.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc R. H. Baldock

4849

RECORD OF ASSIGNMENT

DESCRIPTION: Let of May 12 from T. M. Davis re Oregon Project F-170(11), East Side Road Overcrossing.

DATE: MAY 19, 1947 ASSIGNED TO: PAXSON

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
X (Please prepare reply for my signature
(

NOTED
G.S. PAXSON

REPORT RECEIVED: 5-20-47

REMARKS: I have already answered this letter holding it open until the excavation is made and inspected. GSP

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

~~[illegible]~~
PORTLAND 8, OREGON

NOTED
G.S. PAXSON

May 12, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received the following comment from our Washington office concerning the design of the East Side Road Overcrossing, Oregon Project F-170(11):

"The abutment walls of the East Side Road overcrossing are apparently designed on the basis of being supported at the top by the concrete girders and at the base by the resistance of the soil. Unless the latter is of a firm consistency, difficulty may be expected with the wall. The base of the wall is only 4 feet wide and the height is 25 feet. If the soil is not sufficiently firm to take the reaction, the abutments should be designed to be self supporting or struts used between the bases."

The material shown on the plan is gravel. The bearing face should be placed directly against undisturbed material. If that is done the bearing should be adequate. If conditions differ from those shown when the excavation is made, a redesign will be necessary. This matter will be examined further when inspection is made by our bridge engineer.

Very truly yours,

T. H. Davis
T. H. DAVIS
District Engineer

RECEIVED
MAY 13 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to G. S. Paxson

MAY [illegible] 1947

RECEIVED
MAY 19 1947
FOR FILING

E-170 (11)

May 17, 1947

E. C. Hall Co.
Rte.6, Box 650
Portland 1
Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on May 1, 1947 by the State Highway Commission, as follows:

Contract No. 2903, covering N.Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.

Contract No. 2904, covering Milton-Wash. State Line Section of the Oregon-Washington Highway in Umatilla County.

Contract No. 2905, covering 4 Bridges on Oregon-Washington Highway at Milton, in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 6 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

806 BEDELL BUILDING
PORTLAND 8, OREGON

F-170-11

May 1, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of April 30, 1947, we hereby concur in award of contract on Oregon Project F-170(11), grading and bituminous macadam surfacing of the Milton - Washington State Line Section, to E. C. Hall Company, Portland, Oregon, who submitted the low bid at the opening on April 24, 1947.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAY 2 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 24 1947
FOR FILING

xxxxxxxxxxx
Division 8

January 22, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received and reviewed the plans for the East Side Overcrossing, Oregon F-170(11), submitted to us with your letter of January 17th. They are satisfactory to us and we shall recommend them for approval when the P.S.& E. for the project is submitted.

Very truly yours,

T. H. DAVIS
District Engineer

State Highway Engineer

Original sent to Project

F-170(11) Const. Four Bridges at 1947
Milton, Oregon-Washington Hwy.
#2905

RECEIVED
NOV 22 1948
FOR FILING

FH 170-11412

2905

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 19, 1948

SUBJECT: Request for release of warrants on final estimates.

To:

Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	16721	2905	11-Final	E. C. Hall Co.	8,053.13	338734	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This was accepted at the last meeting.

aaw

ACCOUNTING DIVISION

By____________________
Bookkeeping Dept.

Approved H B Glaisyer
Secretary

NOTED ON CARD

11-19-48 JC

RECEIVED
NOV 8 - 1950
~~F~~OR FILING
OREGON DISTRICT

[redacted]

FG170(12)

2905

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3909
PORTLAND 8, OREGON

November 6, 1950

RECEIVED
NOV 8 1950
OREGON
STATE HIGHWAY COMMISSION

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In response to the request in your letter of October 30, we enclose a copy of a statement from our Chief Accountant explaining deductions in connection with progress voucher No. 4 for Oregon Project No. FG-170(12), Milton Undercrossing.

The statement was prepared because of several minor differences from the report made by our auditors in their examination of records and accounts made in the Union Pacific Railroad Company Offices of Omaha, Nebraska, a copy of which was furnished the railroad company at that time.

We hope this statement is in sufficient detail to serve your purposes.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Copy + Encl to Probert

Encl.

1 - 1950
FOR FILING

October 30, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to progress voucher number 4 submitted in the amount of $4,247.00 for the Milton Undercrossing, Project No. FG-170 (12).

Payment has been received in the amount of $4,062.00 or a reduction of $185.00.

Will you please send to us a statement showing the exceptions taken to result in this reduction, this being necessary to complete our records and, likewise, since the voucher covers the cost of work performed by the Union Pacific Railroad Company's forces, the statement is necessary for use in making final reimbursement to that company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gm

RECEIVED
OCT 22 1948
FOR FILING

7170 (11)
7170 (12)

2905

October 22, 1948

Maryland Casualty Company
Baltimore 3, Md.

Gentlemen:

This to advise you that State Highway Contract No. 2905 for constructing four bridges on the Oregon-Washington Highway at Milton, in Umatilla County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $8,053.13 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $106,140.31, of which $307.45 represents force account items. This contract was completed on July 31, 1948 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the meeting to be held on November 3 and 4.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Maryland Casualty Co.
Hansen & Rowland,Inc.
611 Henry Bldg.
Portland 4, Oregon
Attention: E.A.Wride, Mgr.

NOTED ON CARD
10-22-48

RECEIVED
OCT 30 1947
FOR FILING

F-170 (11)

FS-170 (12)

October 28, 1947

Mr. T. P. Doyle
District Engineer
Department of Highways
Yakima, Washington

Dear Sir:

Our Milton-Washington State Line Section, which connects with your Stone Creek-Oregon State Line Section, will not be finished before sometime in the late Spring. It is anticipated that the underpasses and surfacing will be completed in time for early Spring oiling, but it would not appear advisable to oil before sometime in May.

We will advise you again in the Spring as to how the work is shaping up.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
Paul Van Scoy

Mr. Van Scoy - Mr. Doyle's letter did not refer to the Enterprise-Lewiston Highway.

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 27, 1947

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

I enclose a letter from Mr. T. P. Doyle, District Engineer Washington Highways at Yakima, who inquires into situation on the Enterprise-Lewiston Highway.

This highway is now open to traffic but, of course, as I mentioned in a previous letter, will become impassable with rains and spring break up.

Very truly yours,

Paul Van Scoy

PAUL VAN SCOY
Division Engineer

PVS/fh
cc
encl.

RECEIVED
OCT 28 1947
OFFICE OF
CONSTRUCTION ENGINEER

STATE OF WASHINGTON
MON C. WALLGREN, GOVERNOR

DEPARTMENT OF HIGHWAYS
CLARENCE B. SHAIN, DIRECTOR

OFFICE OF DISTRICT ENGINEER
P. O. BOX 52
YAKIMA

October 23, 1947

State of Oregon
Dept. of Highways
LaGrande, Oregon

Attention: District Engineer

P.S.H. 3
Stone Creek to Oregon State Line
Contract 3272

Dear Sir:

We would like to refer to the work being done on the above section of Washington State Highway which will connect with the project which you have under construction at the present time from the Washington State Line toward Pendleton.

Our section of road will probably be ready for traffic within 30 days except for a bituminous treatment. It is our present intension to withhold the oiling of this roadway until Spring unless the work being done under your supervision will be completed this fall, in which event we would perform our oiling operations at the completion of the present contract.

We would be pleased if you could furnish us with information as to the probable date when your section or road would be open to traffic.

Very truly yours,

T P Doyle
T. P. DOYLE
District Engineer

TPD:njw

cc: Mr. Dinsmore

RECEIVED
OCT 25 1947

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

FG-170(12)

KW

September 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project FG-170(12)
Milton Undercrossing

Dear Sir:

Enclosed herewith is an executed copy of an agreement for your files for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 30 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

WA8 pr 7314

State Oregon

Project No. FG-170(1E)

Federal Aid
PUBLIC ROADS Highway
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of September, 1947,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of January, 1946, a project statement, which was approved on the 19th day of February, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of Sixty one thousand and 00/100 dollars ($61,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter [illegible], Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between ~~XXXXXX~~ Separation of grades at a crossing of the Oregon-Washington Railroad and Navigation Company at survey station 107+85.2 in Freewater

, length 0.000 miles, in Umatilla County, being Oregon Federal Aid project No. FG-179(12), consisting of 0.000 miles of roadway and one railroad underpass structure. ~~bridges, each of more than 20 feet XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

RECEIVED SEP

IGHWAY DEPARTMENT

for said project have been made availab

Laws 1929, Chapter [illegible]

(Include date and citation of

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixtyone thousand and 00/100 dollars ($61,000.00), which does not exceed the authorized Federal pro rata share of seventy-nine thousand eight hundred thirty-four and 70/100 dollars ($79,834.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of

Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 199, Laws 1929
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Attest

SECRETARY
(Title of officer)

By

Ass't State Hwy Engr
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

By
F. B. Andrews
Principal Highway Engineer
Acting Division Engineer

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

★ RECEIVED SEP 26 1947 ★ OREGON DISTRICT

RECEIVED
SEP 19 1947
FOR FILING

F[illegible](12)

September 17, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Mr. Paxson's letter of September 15, 1947 regarding an extra work order covering the hauling of ties and moving switches for the shoofly track in connection with Oregon FG-170(12), the Milton Undercrossing.

We note this work was included in the State-Railroad agreement as work to be done by the Railroad, but due to lack of equipment, the Railroad Company requested the State to have this work performed by the State's contractor who did have the equipment and crew.

In view of the circumstances and since it apparently is to the benefit of the State and Federal Government to permit the work to be done by the contractor, we will recommend for approval such an extra work order when submitted.

However, we wish to call your attention to Section VI-B and Section VII-B of General Administrative Memorandum No. 299 and suggest that in all future changes prior approval by the Division Engineer, Public Roads, be secured before authorizing any such changes.

It is requested that we be furnished copies of the Railroad Company's request for the doing of this work by the State's contractor.

Very truly yours,

T. M. DAVIS
District Engineer.

WILLIAMS ✓

ORIGINAL REFERRED TO PAXSON

RECEIVED
SEP 5 1947
FOR FILING

FG-170 (12)

P.O. Box 3900

August 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Upon your request the Schmitt Steel Company has furnished us one set of shop plans for structural steel, Milton Overcrossing, Oregon FG-170(12). They stated in their letter that the plans were approved by your office.

We have checked the details and we concur that they are satisfactory. A copy of this letter is being sent to the Schmitt Steel Co.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
State Highway Engineer

WILLIAMS ✓

ORIGINAL SENT TO PAXSON

Files

RECEIVED
SEP 2 1947
FOR FILING

F-170(11) FG-170 (12)

2904

August 29, 1947

Members of the State Highway Commission:

Attached for your approval are two copies of a project agreement with the P.R.A. for the Milton Under-crossing on the Oregon-Washington Highway.

This project is on the first year Post War Program.

The survey was approved by the Commission on August 14, 1942, and the contract was awarded May 1, 1947 to E.C. Hall Co.

Respectfully yours

Secretary

FAQ:gl
encl.

cc: Floyd Query

FORM [illegible] 6-47

RECEIVED

FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 25, 1947

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Milton Undercrossing
F. A. No. FG-170 (12)

I have conferred with the Schmitt Steel Company who are furnishing the fabricated steel for the Milton Undercrossing, and they advise me that the steel mills have failed to meet their promises of delivery of material and that, as nearly as they can now judge, they will be at least two months late in the delivery of the steel for this project. This, of course, will delay the completion of the contract and may be the basis for a request for a time extension.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc N. C. Williams
Paul Van Scoy
L. C. Smitten

Noted
NCW

RECEIVED
JUN 13 1947
FOR FILING

FG-170-12

June 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis of project agreement for the Milton Undercrossing Section, Project No. FG-170 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:EM

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-170 (12)

MILTON UNDERCROSSING ON THE

OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 27, 1947

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
1,760	cu. yds.	Excavation	$ 3.00	5,280.00
160	cu. yds.	Excavation Below Elevation Shown	5.00	800.00
570	cu. yds.	Class "A" Concrete	50.00	28,500.00
43,300	lbs.	Metal Reinforcement	0.09	3,897.00
120,000	lbs.	Structural Steel	0.17	20,400.00
210	lin. ft.	18" Concrete Pipe	3.00	630.00
				$62,507.00
All Required		Work to be Performed by Union Pacific Railroad Company's Forces		10,070.00
			Subtotal	$72,577.00
			10% Engr. & Cont.	7,257.70
			Total	$79,834.70

Federal Aid Grade Crossing Funds- -	$63,000.00
State Funds- -	16,834.70
	$79,834.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 51, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

April 4, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of April 2, 1947, we are sending under separate cover 5 copies of title sheet and 6 copies of drawing number 8461, of the plans for the Milton Undercrossing Section, Project No. FG-170 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:lh

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

806 BEDELL BUILDING
PORTLAND 8, OREGON

April 2, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In checking over papers for Oregon Project FG-170(12), Milton Undercrossing, we find we lack the following documents to complete the papers for this project:

5 copies of revised title sheet
6 copies of Drawing No. 8461 as revised December 6, 1946, both to be small size sheets

We would appreciate your sending these to us at your earliest convenience.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 3 1947
OREGON
STATE HIGHWAY COMMISSION

March 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of revised estimate to accompany plans and specifications for the Milton Undercrossing, Project No. FG-170 (12).

Four copies of agreement with the Union Pacific Company are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-170 (12)

MILTON UNDERCROSSING ON THE

OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 1, 1947

All Required		Shoring, Cribbing, Etc.		$ 1,000.00
1,760	cu. yds.	Excavation	$ 5.00	8,800.00
160	cu. yds.	Excavation Below Elevation Shown	7.50	1,200.00
570	cu. yds.	Class "A" Concrete	50.00	28,500.00
43,300	lbs.	Metal Reinforcement	0.10	4,330.00
120,000	lbs.	Structural Steel	0.15	18,000.00
210	lin. ft.	18" Concrete Pipe	3.00	630.00
				$62,460.00
All Required		Work to be Performed by Union Pacific R.R. Company's Forces		10,070.00
		Subtotal		$72,530.00
		10% Engr. & Cont.		7,253.00
		Total		$79,783.00

Federal Aid Grade Crossing Funds- $61,000.00
State Funds- 18,783.00

$79,783.00

MILTON UNDERCROSSING

PROJECT NO. FG-170 (12)

While negotiations for rights of way are in progress, the easement covering encroachment on the railroad right of way has not been secured. It is anticipated this easement, which is to be incorporated in the agreement with the railroad company covering construction of the undercrossing structure, will be secured within the next 18 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 26, 1946

April 26, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement for the Milton Undercrossing, Project No. FG-170 (12).

Six bid proposals, six copies of standard bridge specifications and six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-170 (12)

MILTON UNDERCROSSING ON THE
OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 26, 1946

All Required		Shoring, Cribbing, Etc.		$ 500.00
1,760	cu. yds.	Excavation	$ 4.00	7,040.00
160	cu. yds.	Excavation Below Elevation Shown	8.00	1,280.00
570	cu. yds.	Class "A" Concrete	38.00	21,660.00
43,300	lbs.	Metal Reinforcement	0.07	3,031.00
120,000	lbs.	Structural Steel	0.096	11,520.00
210	lin. ft.	18" Concrete Pipe	3.00	630.00
				$45,661.00
All Required		Work to be performed by Union Pacific R.R. Co's Forces		10,070.00
			Subtotal	$55,731.00
			10% Engr. & Cont.	5,573.10
			Total	$61,304.10

Federal Aid Grade Crossing Funds- -	$45,000.00
State Funds -	16,304.10
	$61,304.10

MILTON UNDERCROSSING

PROJECT NO. F-170 (11)

(Estimated Cost of Work to be Performed by Union Pacific Company's Forces)

Lay and resurface shoofly track, shift cannery spur, remove shoofly track and restore cannery spur to original location	$ 6,400.00
Remove existing track from site of structure	50.00
Move and reestablish telegraph lines	550.00
Move and reestablish R/W fence, signs and other railroad facilities	400.00
Restore main track over completed structure	2,060.00
Inner guard rail	360.00
Ballast	250.00
	$10,070.00

MILTON UNDERCROSSING

PROJECT NO. FG-170 (12)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 1, 1947

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

[illegible]
[illegible]
[illegible]
IDAHO
WASHINGTON

[illegible]
PORTLAND, OREGON

April 9, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. [illegible]-170(12), Milton Undercrossing of the Union Pacific Railroad on the Oregon - Washington Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Authorization for advertising is subject to the condition that the special provisions will be supplemented by a requirement that the contractor will make a statement assuring a firm and satisfactory date for the delivery of structural steel and also subject to the receipt of firm acceptable prices.

Very truly yours,

[illegible]
District Engineer.

Copy to [illegible]

RECEIVED
MAY 19 1947
FOR FILING

F-170 (11) +
FG-170 (12)

May 17, 1947

E. C. Hall Co.
Rte.6, Box 630
Portland 1
Oregon

Gentlemen:

We are sending you today, by express, fully executed copies of contracts which were awarded to you on May 1, 1947 by the State Highway Commission, as follows:

Contract No. 2903, covering N.Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.

Contract No. 2904, covering Milton-Wash. State Line Section of the Oregon-Washington Highway in Umatilla County.

Contract No. 2905, covering 4 Bridges on Oregon-Washington Highway at Milton, in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 19 194
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 8, OREGON

FG-170-12

May 6, 1947

State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following comment has been received from our Washington office regarding the plans submitted for the Milton Undercrossing, Oregon FG-170(12), and is submitted for your consideration.

"Although the need of economy is appreciated, we believe that traffic using the highway should be protected from the droppings of the train operation, and suggest at least partial protection by sheet metal plates over the deck".

It is recommended that this design detail be incorporated in future structures of this kind when the plans are submitted for approval.

Very truly yours,

T. M. DAVIS
District Engineer

Copy sent to Paxson

Charge to the account of

RECEIVED
JUN 3 1947
R FILES

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

F-170 (11)
F-170 (12)

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

$

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 2, 1947
2:00 p.m.

E. C. Hall Company
Route 6, Box 630
Portland, Oregon

The State Highway Commission awarded to you yesterday contracts for North Unit, Grant County Line-Crow Flat Section of John Day-Burns Highway in Harney County, grading and surfacing of the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County, and for construction of four bridges on the Oregon-Washington Highway at Milton in Umatilla County, based on your bids submitted April 24, 1947. Contract forms follow shortly.

OREGON STATE HIGHWAY COMMISSION

By: R. B. Glaisyer, Secretary

RBGdr
Charge 5001-900
Salem, Oregon

May 2, 1947

E. C. Hall Company
Route 6, Box 630
Portland, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the following contracts based on your bids submitted April 24, 1947.

Grading, surfacing, oiling, and furnishing crushed rock in stockpiles on the North Unit, Grant County Line-Crow Flat Section of the John Day-Burns Highway in Harney County.

Asphaltic concrete pavement resurfacing, grading, and bituminous macadam surfacing, and furnishing crushed rock in stockpiles on the Milton-Washington State Line Section of the Oregon-Washington Highway in Umatilla County.

Construction of four bridges on the Oregon-Washington Highway at Milton, in Umatilla County.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

BR
Enc.

cc - Mr. J. H. Probert
Mr. H. G. Smith
Mr. G. S. Paxson
Mrs. Goldie Lewis

RECEIVED
MAR 11 1947
FOR FILING

Const.
Projects
Grade Crossings

Salem, Oregon
March 10, 1947

RAILROAD COMPANIES
FILE No. 319

Mr. J. M. Devers
Chief Counsel

BUILDING

Attached hereto are two copies of agreement between Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, and the State of Oregon, covering highway undercrossing at Milton, Oregon, which are being returned to you for further disposition.

Secretary

w

2 Encls.

FORM E-30 25M 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1947

SUBJECT:

To: Mr. R. H. Baldock,
Office.

Dear Mr. Baldock:

Attached you will find duplicate originals of agreement covering the Milton crossing. These instruments have been executed by the railroad company and are now ready for execution by the Highway Commission.

Will you please approve the same and hand them to Mr. Glaisyer so that they may be executed by the Commission and then returned to this office for further disposition. I have left attached to these agreements the letter of transmittal which I received from the railroad company, a copy of which you already have in your files and I have attached a copy of my letter acknowledging receipt of the agreements.

Please note Mr. Murray's comment with respect to reimbursement to the railroad for work performed by the railroad and note my reply. I believe my reply is in keeping with the provisions of the agreement.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW
Enc.

FORM E-123X 10M 7-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 27, 1947

L 1392

Mr. S. Murray, Resident Engineer,
Union Pacific Railroad Company,
Portland, Oregon.

Your file 558

Dear Mr. Murray:

Please accept my apology for my tardiness in acknowledging your letter of February twenty-first with which you sent duplicate originals of the agreement between the Oregon-Washington Railroad and Navigation Company, the Union Pacific Railroad Company and the State covering a proposed undercrossing at Milton. I have been engaged in the trial of a lawsuit and am only now back at my desk.

These instruments will be brought to the attention of the Highway Commission for execution at its meeting which will be held in Portland on March twenty-fourth and twenty-fifth and immediately thereafter I will send you a fully executed copy.

I note the next to the last paragraph of your letter in which you state that the work to be performed by the Company at the expense of the State as disclosed in Exhibit C, which is a part of the agreement, contains the item of $550.00. In connection with this item you state that it is the Company's understanding that most or all of the work will be done by the Western Union Telegraph Company and that the bill for the work will be honored by the Highway Commission when presented. For your files and for the record, you have correctly stated in your letter the understanding of both parties.

When and if any part of the work is done by contract as provided for in Section 8, the insurance policies called for in that section will be provided.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock ✓
G. S. Paxson

RECEIVED
MAR 28 1947
FOR FILING

FG-170-12

March 26, 1947

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Milton Undercrossing
FG 170 (12)

Herewith are four conformed copies of the agreement between the State and railroads covering the Milton Undercrossing in Umatilla County. A certificate from Mr. Glaisyer, Secretary of the Highway Commission, certifying the conformance of these copies with the original agreement in our files, is attached. These are sent to you in compliance with the request made in your letter of March 12.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson
Attached

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

March 12, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

There are herewith returned four copies of agreement between the State and Union Pacific Railroad Company transmitted with your letter of March 1st.

Since we anticipate approval of these documents by our Division office, it is suggested that when the agreement is signed by the Commission, that the copies be completed by showing such signing and insertion of the date of execution. One copy should be certified and all returned to this office.

Very truly yours,

[illegible] DAVIS
District Engineer

Encl:

RECEIVED
MAR 13 1947
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
MAR 6 1947
FOR FILING

FG-170(12)

March 5, 1947

Mr. James Davis
Assistant State Highway Engineer
Olympia, Washington

Dear Sir:

The railroad agreement for the Milton Grade Separation Project has finally been signed by the Railroad Company and things are lining up so that we expect to receive bids at a letting scheduled for April 28 and 29.

The project will include grading and bituminous macadam to the State line.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:GS

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
XXXXXXXXX
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

RECEIVED
MAR 10 1947
FOR FILING

FG-170-12

REFERRED TO
Paxson
By Chief Engineer

Have we answered this ?

January 7, 1947.

RECEIVED
FEB 13 1947
OREGON STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of June 1, 1946 and previous correspondence relative to the proposed Milton Undercrossing, Oregon FG-170(12), particularly our letter of May 24th.

Your letter of April 25, 1946 proposes that the assessment of benefits against the railroad be fixed at 5 percent on the basis that the traffic over the crossing at grade will be reduced by 50 percent and that the maximum benefits which may be considered as assessable against the railroad would be 10 percent of the construction cost of the proposed improvement. The railroad apparently has not agreed to your proposal. The comments of my letter of May 24th also apply.

The total cost of the improvement should be computed in accordance with the fourth paragraph of General Administrative Memorandum No. 298 except that the cost of the incidental highway grade separation is not to be included in the total cost upon which railroad benefits should be based.

We believe that consideration should be given to the various factors involved such as accident reduction, maintenance of the proposed underpass and to any taxes which may be assessed the railroad by reason of the new construction. It would also be of assistance to know the conditions of the Public Utilities Commissioner's order authorizing the project. We do not believe that it will entail any considerable difficulty for all of the pertinent factors to be evaluated and an estimate of total benefits submitted in accordance with General Administrative Memorandum No. 298.

RECEIVED
JAN 10 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Paxson

We are hopeful that an agreement between the State and Railroad will be reached by further negotiations and when accomplished the executed agreement will be forwarded to our Washington Office with our recommendations as to benefits assessable against the railroad.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Baldock,—

Davis is sending the P. S & E through with recommendation for approval. Project can not be advertised until structural steel is free

NOTED
State Highway Engineer

O DO TODAY

RECEIVED
JUN 5 194
FOR FILING

FG 170-12

June 1, 1946

Cross Referenced To
Const
Fed Aid
Grade Crossing

Cross Referenced To
Const
Grade Crossing
General

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Milton Undercrossing
FG 170 (12)

Reference is made to your letter of May 24. Mr. McCullough's letter of April 25 was submitted as a statement of the facts and reasoning in support of our estimate of the benefits to the railroad and our recommendation as to the contribution that should be required from the Union Pacific Railroad Company, and is intended to comply with the last sentence on page 2 of General Administrative Memorandum No. 298. A copy of this letter has been given the Union Pacific Railroad Company as "Exhibit A" to accompany the agreement. The reasoning and conclusions set forth in this letter are, in our opinion, logical and equitable.

In this particular project there appears to be no possibility of reaching agreement with the Union Pacific Railroad Company on the value of railroad benefits. We have been unable to obtain any estimate from the railroad company of the benefits which will, in their opinion, result from the project. From testimony presented at the Oregon Public Utilities Commissioner's hearing, this will be an insignificant sum. It appears probable that the allocation of cost may finally be a matter for a court to decide. We do not feel that we could logically support a claim based on the allocation suggested in your letter of May 24.

We know of no way to estimate the benefit to a railroad based upon probable accident reduction. Railroads are seldom held liable for loss or damage occasioned by accidents at grade crossings. If the amount of damages which railroads have actually paid per grade crossing accident were multiplied by the average accident expectance at any particular crossing, the result would be so small as not to warrant collection. The value of accident prevention to the railroads must be measured not by the money which they pay out, but by consideration of their obligation to the general public incurred by the permission to operate across public highways. The method of estimating benefits which we proposed in Mr. McCullough's letter is

6

based on the precedent of cost allocations agreed to by the railroads on previous projects on which the percentage of cost was presumably allocated in accordance with benefits.

The 1944 Highway Act (Public Law 521-78th Congress) states: "in no case shall the total benefits to any railway or railways be deemed to have a reasonable value in excess of 10 percentum of the cost of any such project." If this is the maximum benefit which any project can be assumed to give, this would certainly occur where complete elimination of traffic was affected. On the Milton project, we estimate that fifty percent of the traffic is removed. It would be difficult to support an allegation that the benefit was as great here as in the case of a complete crossing elimination. Our estimate of fifty percent of the maximum benefit contemplated under the law is reasonable and logical.

Our elimination of the cost of surfacing and the credit allowed in the amount of grading required for a grade crossing line seems to be in accordance with your Memorandum No. 296. At the top of page 2, it states "For the purpose of determining railway benefit and liability the total cost shall be limited to that portion of the project which will accomplish reduction or elimination of railway-highway crossing hazard." The portion of the project that reduces hazard is the extra grading and drainage, the structure, and the provision for railway traffic during construction. The cost of the surfacing and the normal grading and drainage would be incurred for a grade crossing, and are not portions of the project which reduce hazard.

In our negotiations with the railroad we have used Mr. McCullough's letter of April 25 as "Exhibit A" and the tentative agreement with this as the exhibit is under consideration by them. Substitution of another exhibit would confuse and delay their consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

ASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

RECEIVED
MAY 29 1946
OREGON STATE HIGHWAY COMMISSION

May 24, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the proposed agreement between the State and the Union Pacific Railroad Company in connection with Oregon Project FG-170(12), the Milton undercrossing, and to earlier correspondence on the subject.

Your letter of May 18 states that Mr. McCullough's letter of April 25 was intended to be used as Exhibit A. We consider this to be objectionable for the following reasons:

1. The letter necessarily contains extraneous matter, and it would be preferable to prepare an exhibit containing only the estimate of benefits and contributions.

2. It should, on the basis of the facts set forth, require a contribution of 10% instead of 5%. While there is logic in the proposition that the railroad should pay only half as much when the existing crossing is not closed as it would be required to in case of a closure, the proposition is not in conformity with the law, which provides for a 10% ceiling after the actual benefit has been computed. That is, assuming the benefit were found to be $50,000 in the event of closure, and the present project is worth half as much to the railroad, the benefit would be $25,000. Then the railroad contribution would be either $25,000 or 10% of the cost, whichever was less, though this contribution might be identical with that which would have been required for a closure of the existing crossing.

3. The total cost, rather than the net cost, should be used as the basis of computing the 10%. General Administrative Memorandum No. 298 makes no provision for deducting the estimated cost of grading for a hypothetical crossing at grade, nor of

> paving and other costs which would be involved whether or not the grades were separated, except any which do not contribute to the elimination or reduction of hazards. The term "total cost" must in general, be taken to include all costs of the project between the center line stations where the grade line is affected by the separation. Other considerations would, of course, be involved in determining what costs were chargeable in case of elimination of hazards by relocation.

We assume that Section 12 of the agreement will be eliminated if the railroad company agrees to the 10% contribution. If such an agreement is reached, we believe there will be no question as to the method of computing benefits, but we are referring the matter of citation of precedents in lieu of specific computations for a ruling.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
MAY 27 1946
OREGON
STATE HIGHWAY COMMISSION

Baldock:

Do you want this referred to Paxson?

Our file is attached.

McFarland

REFERRED TO
Mr. Paxson
By Chief Engineer

Please prepare
an answer.

RECEIVED
24 1946
FOR FILING

FG 170-12

May 18, 1946

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Milton Undercrossing
in Umatilla County
FG-170 (12)

Reference is made to your letter of May 13 concerning the proposed agreement between the State and the Union Pacific Railroad Company covering the construction of the Milton Undercrossing.

It was intended that Mr. McCullough's letter of April 25 should be used as Exhibit A, referred to in paragraph 4 in the proposed agreement. In the first paragraph on page 4 of this letter, Mr. McCullough recommended a percentage assessment of five per cent of the project cost, which was intended to be our recommendation as to the contribution which should be required by the railroad company.

The Public Utilities Commissioner orders cited in Mr. McCullough's letter of April 25 were, with two exceptions, issued during the years 1920 to 1923, inclusive. During those years section 3 of chapter 28, General Laws of Oregon, 1917, were applicable. This section reads as follows:

> "No highway shall hereafter be constructed across the track of any railroad company above or below grade, nor shall the track of any railroad company be constructed across a highway above or below grade, without having first secured the permission of the Commission, and, in case permission is granted by the Commission for said highway to cross the track of any railroad company above or below grade, or for the track of any railroad company to be constructed across a highway above or below grade, the Commission shall, after a hearing, prescribe the terms and conditions upon which such crossing shall be made, and the proportion in which the expense of such crossing and maintenance thereof shall be divided between the railroad company or companies and the State, county, municipality, or other public authority in interest."

While the word "benefit" is not used in this section, it must be assumed that it was intended that the allocation of cost be just as reasonable, and would therefore be in accordance with the relative benefits to the parties involved.

In 1927 this section was amended to read as follows:

> "No highway shall hereafter be constructed across the track of any railroad company above or below grade, nor shall the track of any railroad company be constructed across a highway above or below grade, without having first secured the permission of the commission, and, in case permission is granted by the commission for said highway to cross the track of any railroad company above or below grade, or for the track of any railroad company to be constructed across a highway above or below grade, the commission shall, after a hearing, prescribe the terms and conditions upon which such crossing shall be made, and the expense of such crossing and maintenance thereof shall be divided between the railroad company or companies and the state, county, municipality, or other public authority in interest in the following manner: Fifty per cent of such costs shall be borne by the railroad company or companies and 50 per cent of such costs shall be borne by the state, county, municipality or other public authority in interest; provided, however, that as to all crossings above or below grade hereafter constructed on state highways the proportion of expense to be borne by public authority shall be paid from the state highway funds, notwithstanding any allocation of cost made prior to the passage of this act.

It is therefore probable that, under the order covering the Klamath Falls overcrossing at Milepost 282.69 on The Dalles-California Highway in Klamath County and the order covering the Juno overcrossing at Milepost 74.29 on the Oregon Coast Highway in Tillamook County, the apportionment of costs may not have been in accordance with benefits. These two orders were issued in 1931 and 1930, respectively.

In Mr. McCullough's letter of September 19, 1945 the Milton Undercrossing project was used as an example to illustrate an attempt which we were making to consider such factual data as were available in arriving at railroad benefits. In this letter we pointed out that "the above is simply one method which we propose for the valuation of benefits. There are obviously many other methods which could be urged with equal validity and logic." Every attempt which we have made to determine railroad benefits by such procedure has necessarily been based upon so many arbitrary assumptions that we consider them valueless and propose, in lieu of such analyses, to use the examples of agreements previously entered into, as we have done in Mr. McCullough's letter of April 25th.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc G. S. Paxson

RECEIVED

FOR FILING

[illegible]

xxxxxxxxxxx
Division 8

May 13, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the proposed agreement between the State and the Union Pacific Railway Company covering construction of the Milton underpass, Oregon Project FG-170(12).

It is noted that paragraph 4 of the recitals calls for an estimate (marked Exhibit A) of total benefits and anticipated contributions, but no such document is attached to the draft copy. Mr. McCullough's letter of April 25 gives a basis of estimating benefits but no mention of contributions is made therein.

In view of the fact that no agreement could be reached in this connection, we should like to forward all available information for advance consideration of our Washington Office prior to advertising for bids. A copy of Exhibit A should be furnished, and we should also like to know if the terms of the law under which the cited PUC rulings were made are such that the amounts charged to the railroads represent the amount of benefit in each case.

The showings in Mr. McCullough's letter would be adequate to support an agreement whereby the railroad would contribute to the extent of 10%, but since there is no agreement, it may be that the Commissioner of Public Roads may have to make a finding of benefits, and for his information in making such a finding, a complete analysis should be furnished. We note that this project was cited as an example in Mr. McCullough's letter of September 19, 1945, and that the amount of benefit to the railroad was therein computed as only $1952, which is much less than the present estimate. Your comments in this regard are invited.

Very truly yours,

T. M. DAVIS
District Engineer.

Original sent to Peterson

FG 170 (12)

April 25, 1946

Cross Referenced To
Const
Grade Crossings
General

Mr. T. H. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Milton Undercrossing on the
Oregon-Washington Highway in
Umatilla County, FG 170 (12)

In accordance with paragraph (a), section 1.15 of the regulations for carrying into effect the provisions of the Federal Aid Highway Act of 1944, dated April 21, 1945, the following data are submitted in support of the estimate of total benefits to the Union Pacific Railroad Company by reason of the proposed separation of railroad and highway grades on the above project. Also submitted herewith are copies of a draft of an agreement which we are offering to the Union Pacific Railroad Company. The subjects covered in this agreement, other than those sections which deal with the participation of the railroad company in the cost of the project, are similar to those included in railroad-state agreements governing grade separation projects built under previous programs. We have not been able to agree with the railroad company as to the benefits which it will receive from the project, and the agreement is written so that the matter may be referred to the Commissioner of the Public Roads Administration for his determination under the Federal Highway Act cited above.

The existing Milton-Washington State Line section of the Oregon-Washington Highway is routed over the principal business streets of the Cities of Milton and Freewater and then north to the state line through a densely-populated farming district. The right of way for the existing road is narrow and there is serious traffic congestion by reason of the many farm entrances from each side of the highway. The present grade crossing in Milton is near the railroad depot, and considerable traffic interference is occasioned by train movements.

The new highway leaves the present alignment at Martin Street in Milton, which is approximately 0.73 mile from the south end of the project and is on tangent alignment to the north end of the project at the Washington state line. The total length of the project is approximately 5.44 miles. Approximately 0.76 mile north of the point where the new section leaves the present alignment, the new highway will cross the Pendleton-Walla Walla branch of the Union Pacific Railroad (O.W.R.R.& N.Co.). We propose to separate the grades of the railroad and highway by means of a structure carrying the railroad over the highway.

The present highway route crosses the railroad at grade on a city street in Milton. Because of local traffic the present crossing must be continued in use. At present there are approximately 3000 vehicles per day and four trains per day using the grade crossing. Studies based on data collected by our traffic department indicate that half of this traffic will be diverted to the new highway, leaving approximately 1500 vehicles using the existing grade crossing. Attached hereto is a map on a 1" = 2000' scale showing the railroad and highway alignment and the location of the new and old crossings.

Under date of September 19, 1945, this office addressed a communication to you outlining certain methods proposed for the calculation of railroad benefits. After giving the matter further study and after attempting other methods and formulas, we are of the opinion that any attempt to calculate the benefits accruing to the railroad in the case of this, or any other grade crossing elimination project, by means of mathematical formulas involving accident frequency rates, average property damage, personal injury costs, etc., will involve so many unknown factors and arbitrary assumptions as to render the calculation of somewhat questionable value. In any analysis, however, the premise that the separation of grades is worth the cost must be accepted. We have many precedents from prior grade separation projects, for which hearings were held before the State Public Utilities Commissioner to determine the equitable allocation of costs, in which assessments of 35 to 40 per cent of the costs were assessed against and accepted by the railroad. To illustrate from separation projects in this category, the following table is submitted:

McVeigh Overcrossing at M. P. 127.90 on the Pacific Highway in Lane County. Built in 1921 under P.U.C. Order No. 710, dated 5/16/21, charging S. P. Company 40% of cost.

Klamath Falls Overcrossing at M. P. 282.69 on The Dalles-California Highway in Klamath County. Built in 1932 under P.U.C. Order No. 1967, dated 7/17/31, S.P.Co. and State Highway Department to share cost equally.

Meacham Overcrossing at M. P. 262.46 on the Old Oregon Trail Highway in Umatilla County. Built in 1925 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. Co. 35% of cost.

Glover Overcrossing at M. P. 274.66 on the Old Oregon Trail Highway in Union County. Built in 1921 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. 35% of cost.

Hilgard Overcrossing at M.P. 280.60 on the Old Oregon Trail Highway in Union County. Built in 1922 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. 35% of cost.

Perry Overcrossing at M.P. 282.60 on the Old Oregon Trail Highway in Union County. Built in 1924 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. with 40% of cost.

Ore Dell Overcrossing at M.P. 285.98 on the Old Oregon Trail Highway in Union County. Built in 1924 under P.U.C. Order No. 949, dated 5/4/23, charging O.W.R.R.& N. with 60% of 46.9% of entire cost of structure.

Hot Lake Overcrossing at M.P. 296.72 on the Old Oregon Trail Highway in Union County. Built in 1921 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. with 35% of the cost.

Telocaset Overcrossing at M.P. 310.46 on the Old Oregon Trail Highway in Union County. Built in 1921 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. with 35% of cost.

North Powder Overcrossing at M.P. 318.04 on the Old Oregon Trail Highway in Union County. Built in 1922 under P.U.C. Order No. 704, dated 5/9/21, charging O.W.R.R.& N. with 40% of the cost.

Unity Overcrossing at M.P. 357.58 on the Old Oregon Trail Highway in Baker County. Built in 1922 under P.U.C. Order No. 707, dated 5/9/21, charging the U.P.Co. with 40% of the cost.

Durkee Overcrossing at M.P. 362.72 on the Old Oregon Trail Highway in Baker County. Built under P.U.C. Order No. 707, dated 5/9/21, charging the U.P. Co. with 40% of the cost.

Huntington Overcrossing at M.P. 379.37 on the Old Oregon Trail Highway in Baker County. Built in 1922 under P.U.C. Order No. 707, dated 5/9/21, charging the U.P. Co. with 40% of the cost.

June Overcrossing at M.P. 74.29 on the Oregon Coast Highway in Tillamook County. Built in 1931 under P.U.C. Order No. 1864, dated 8/22/30, charging the S.P. Co. with 40% of the cost.

Rinehart Overcrossing at M.P. 16.42 on the Wallowa Lake Highway in Union County. Built in 1922 under P.U.C. Order No. 829, dated 5/24/22, charging the O.W.R.R.& N. with 20% of the cost.

Ashland Overcrossing at M.P. 0.77 on the Green Springs Highway in Jackson County. Built in 1920 under P.S.C. Order No. 579, dated 3/9/20, charging the S.P. Co. with 40% of the cost.

O.W.R.R.& N. Overcrossing at M.P. 20.94 on the Sherman Highway in Sherman County. Built under P.U.C. Order No. 860, dated 8/6/22, charging O.W.R.R.& N. with 40% of the cost.

From the above it would seem that a separation of grades which effects a complete closure of an existing grade crossing will benefit the railroad greatly in excess of the maximum percentage of ten per cent set up in the current highway act. Where grade separation projects are on new alignment so located that no existing grade crossings are closed and no traffic diverted from existing crossings, the traffic pattern is not changed and no benefits accrue to the railroad. In this particular project half of the traffic over the present crossing will be diverted to the new line and a reasonable assessment of cost against the railroad would seem to be one half the assessment which would have been made had the existing crossing been closed. We are, therefore, recommending a percentage assessment of five per cent of the project cost.

The extent of the project is assumed to be the length between points where the grade of the undercrossing line is identical with the grade of a line laid to cross the railroad at grade. On this project the length is approximately 3000 feet.

The estimated cost of the project is as follows:

Grading	$45,200
Railroad Undercrossing Structure	38,900
Canal Siphon	6,300
Railroad Costs	10,000
	$100,400
Less Grading of Grade Crossing Line	20,400
Net Cost	$80,000
Plus 20% Engineering and Contingencies	16,000
Total Estimated Cost	$96,000

Since the surfacing costs on the two lines is the same, no account is taken of this item. The canal siphon shown above is made necessary by the depressed highway grade under the railroad track. Prints showing the proposed grade line and the hypothetical grade line laid to cross the railroad track at grade are attached.

The estimated cost of the work which the railroad is asked to perform with their own forces is $10,000, which is in excess of the estimated railroad benefits of five per cent of $96,000, or $4,800. For the reasons cited above, we recommend that the Union Pacific Railroad Company be required to contribute five per cent of the total cost of the project as determined at the completion of the work in the manner set forth above and that the

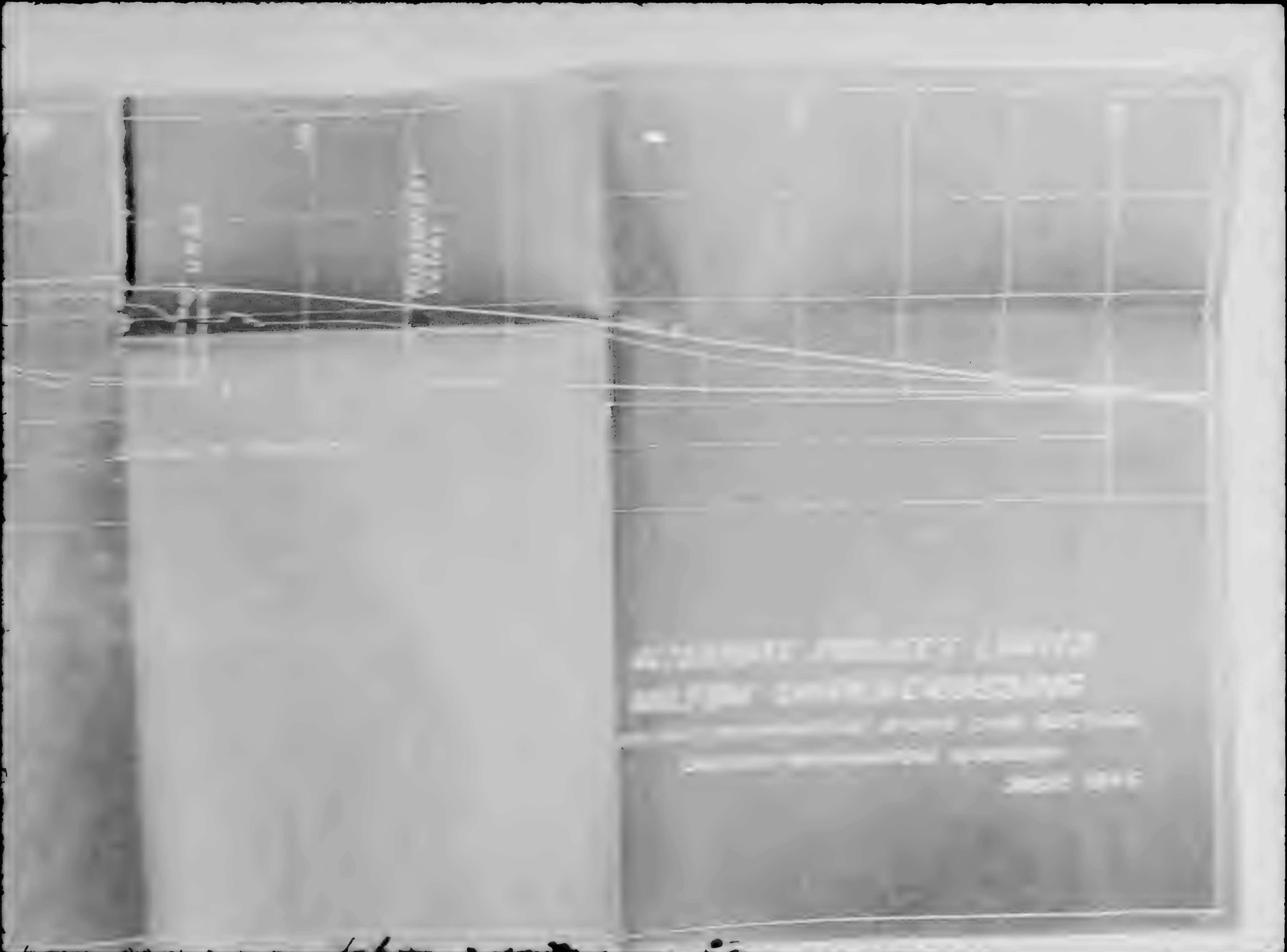
April 25, 1946

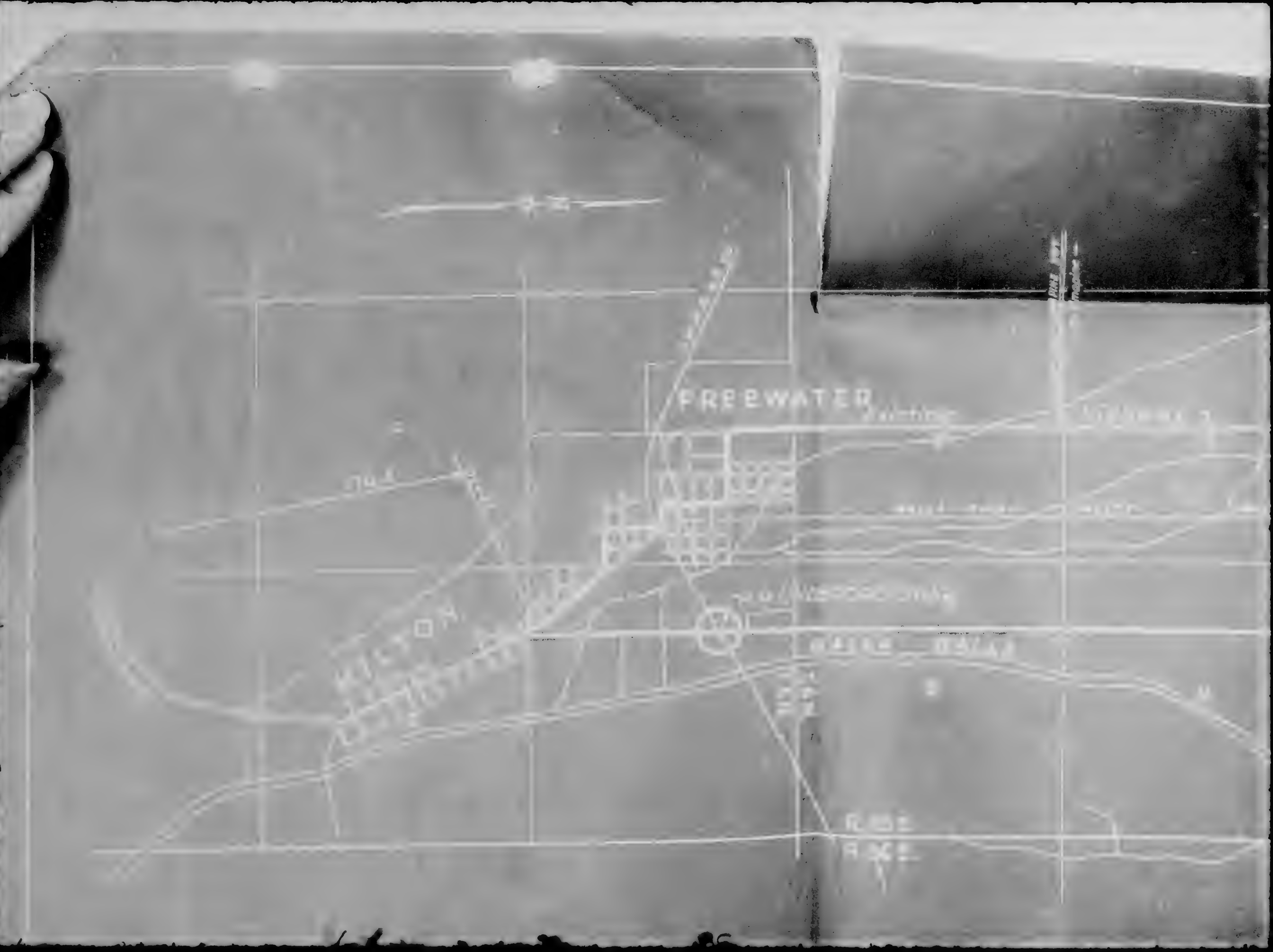
railroad be reimbursed for their expenditures in connection with the project which are in excess of this amount, under the terms and conditions of General Administrative Memorandum No. 39 signed by Thomas H. MacDonald and dated December 23, 1937.

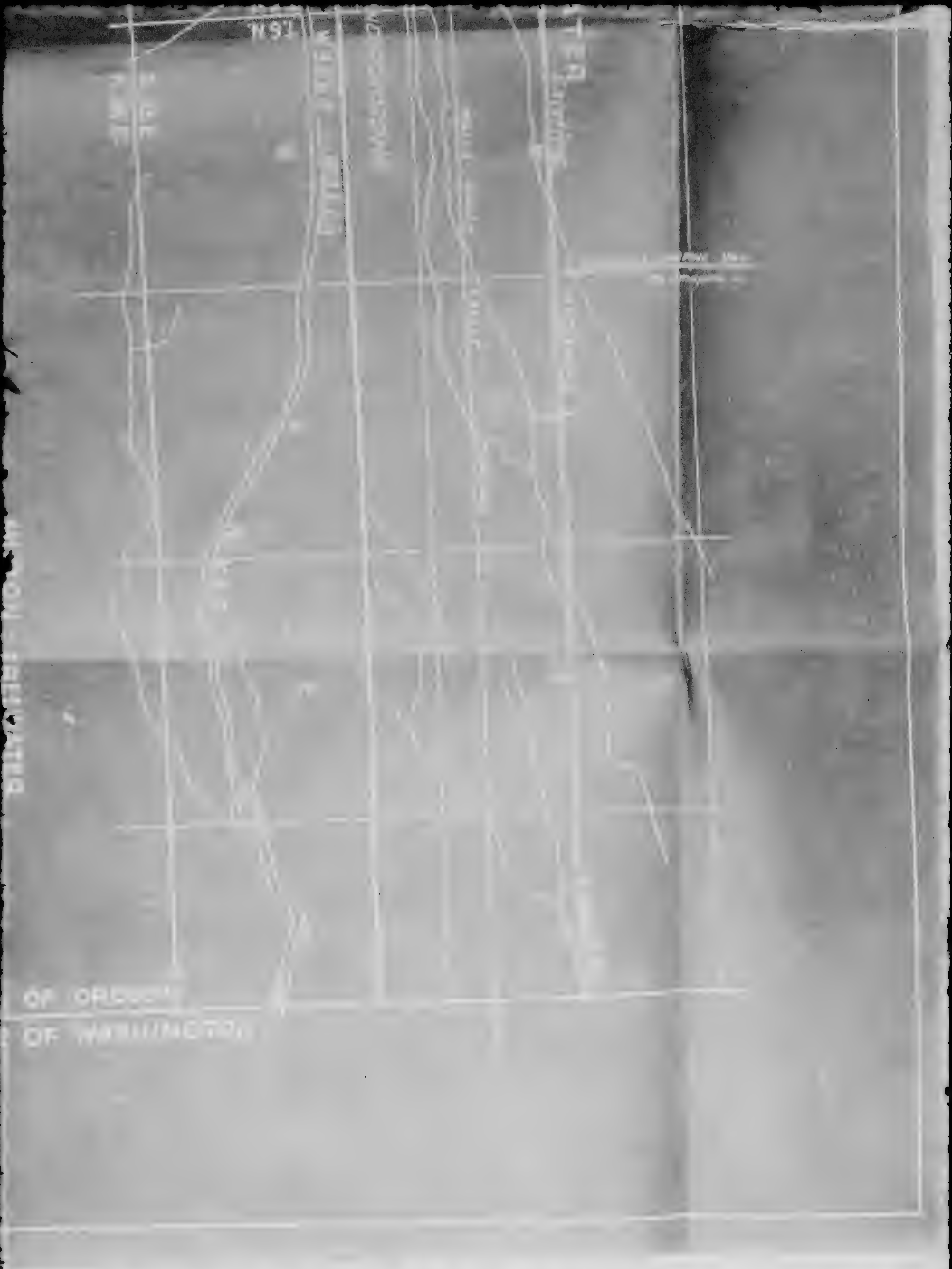
Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBP GM
cc G. S. Paxson
Attached




FREEWATER


OF OREGON
OF WASHINGTON

WATER
Existing
T6N
T5N
WALLA WALLA
STATE OF OREGON
STATE OF WASHINGTON

FREEWATER
MILTON

S-47 (4) Widen bridges over three creeks.
Crater Lake Highway 1947

#2906

RECEIVED
FOR FILING
2-47 (4)
2906

October 26, 1948

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2906 for widening the Reese Creek, Little Butte Creek and Antelope Creek Bridges on Crater Lake Highway, in Jackson County, has been completed by the contractor, R. H. Jones, and that final payment in the amount of $7,266.26 will be made on or after November 6, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $81,668.01, of which amount $160.42 represents force account items. This contract was completed July 17 and accepted by the Commission September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Great American Indemnity Co.
1 Liberty St.
New York 5, N.Y.

NOTED ON CARD
10-26-48

RECEIVED
SEP 2 [illegible]
FOR FILING

L-47 (4)

2906

September 24, 1948

Mr. R. H. Jones
Route 1
Hillsboro
Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 13, 1948, had under discussion your request for an extension of time of 17 days, from July 1 to July 17, 1948, within which to complete your contract No. 2906 for widening Reese Creek, Little Butte Creek and Antelope Creek on the Crater Lake Highway in Jackson County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. D. Lytle,
Division Engineer

W. A. Reeves

NOTED ON CARD
9-24-48 C

RECEIVED
SEP - 1 1948
FOR FILING

8-47 (4)

2906

August 26, 1948

Request for Extension of Time
No. 4
September 13 and 14 meeting.

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Reese Creek, Little Butte Creek
and Antelope Creek Bridges
E. H. Jones, Contractor
Contract No. 2906

Herewith copy of an application for an extension of time to complete the contract for the remodeling and widening of the Reese Creek, Little Butte Creek and Antelope Creek Bridges on the Crater Lake Highway in Jackson County, our Contract No. 2906.

The original contract completion date was May 31, 1948. It was previously extended to June 30, 1948. All work, other than the removal of the contractor's equipment and a small amount of surface finishing on the concrete, was completed prior to the June 30th date. No inconvenience has been caused to traffic, nor has any additional cost been caused the State. It is recommended that an extension of 17 days, to and including July 17, 1948, be granted to the contractor.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

OSP/ds
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
O. S. Paxson
W. A. Reeves

RECEIVED
JUL 19 1948
FOR FILING

S-47 (4)

2906

July 13, 1948

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 30 days, from May 31 to June 30, 1948, within which to complete your contract No. 2906, for bridge construction over Reese Creek and Antelope Creek on the Crater Lake Highway in Jackson County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - K. D. Lytle
Division Engineer

W. A. Reeves

NOTED ON CARD
7-14-48, gl

RECEIVED
JUN 22 1948
FOR FILING

5-47 (4)

2906

June 15, 1948

Request for Extension of Time
No. 2
June 28 and 29 meeting.

State Highway Commission

Gentlemen:

Re: Time Extension for Reese Creek, Little
Butte Creek, and Antelope Creek Bridges
in Jackson County, Contract No. 2906

R. H. Jones, contractor for the widening of the Reese Creek, Little Butte Creek, and Antelope Creek Bridges on the Medford-Crater Lake Highway, requests an extension of time, to and including June 30, for the completion of the work on this contract. The specified completion date was May 31, 1948. A copy of this request is attached hereto.

The work yet remaining to be done consists of painting of steel handrails and surface finish of the concrete. The full width of the structures are now open to traffic, and no inconvenience is being caused by reason of the delay in completion.

We are recommending that the extension be granted without penalty to the contractor. A copy of the concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP OM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
JUN 2 1947
FOR FILING

S-47(4)

May 29, 1947

Mr. R. H. Jones
Route 1
Hillsboro
Oregon

Dear Sir:

We enclose, herewith, a fully executed copy of contract No. 2906 which was awarded to you on May 2, 1947 by the State Highway Commission, covering the Reese Creek, Little Butte Creek and Antelope Creek Bridges on the Crater Lake Highway in Jackson County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 10 1947
FOR FILING

B-47(4)

AGENDA
MAY 14 1947

4.i

May 3, 1947

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the contract for widening the Reese Creek, Little Butte Creek, and Antelope Creek Bridges on the Crater Lake Highway, in Jackson County. This award was based on your low bid of $87,230 submitted on April 24, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee
Enc.

cc - Mr. S. H. Probert
Mr. G. S. Paxson
Goldie Lewis

5YC

Charge to the account of ______________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

8:45 a.m.
May 3, 1947
Salem, Oregon

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

State Highway Commission awarded you yesterday contract for widening Reese Creek, Little Butte Creek, and Antelope Creek Bridges on Crater Lake Highway, Jackson County, based on your low bid submitted April 24, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Charge

RECEIVED
[illegible] 3 [illegible]
FOR FILING

[illegible]-47(4)

Charge to the account of ______________________ $ [illegible]

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 2, 1947

MR. T. H. DAVIS
FINANCIAL CENTER BUILDING
PORTLAND, [illegible], OREGON

MAY WE HAVE YOUR CONCURRENCE IN THE AWARD OF THE REESE CREEK, LITTLE BUTTE CREEK, AND ANTELOPE CREEK BRIDGES ON THE CRATER LAKE HIGHWAY IN JACKSON COUNTY, TO R. H. JONES AT A LOW BID OF $87,230, SUBMITTED AT THE COMMISSION MEETING ON APRIL 24.

R. H. BALDOCK

3-4207 Sandy-Wapinitia Jct.-Clear Creek
Reoiling on the Mt. Hood &
#2907 Wapinitia Highways 1947

RECEIVED
DEC 7 1948
FOR FILING

3-4207

2707

December 6, 1948

Hartford Accident & Indemnity Co.
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that state highway contract No. 2707 for work on the Sandy-Wapinitia Junction-Clear Creek Section of the Mt. Hood and Wapinitia Highway, in Clackamas and Wasco Counties, has been completed by the contractor, Pendleton Sand & Gravel Co., and that final payment in the amount of $1,473.13 will be made on or after December 16, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work, and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $49,104.35, and that no force account work was performed therein. This contract was completed on July 31, 1948 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Hartford Accident and Indemnity Co.
Sprague H. Carter
Pendleton Hotel Bldg.
Pendleton, Oregon

NOTED ON CARD

12-6-48

RECEIVED
OCT 13 1948
FOR FILING

3-4207

2907

October 13, 1948

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Pendleton Sand & Gravel Co., on contract No. 2907, covering reoiling on the Sandy-Wapinitia Junction-Clear Creek Section of Mt. Hood and Wapinitia Highways in Clackamas and Wasco Counties. This payment, in the amount of $2,985.17, will be made on or after October 23, 1948. The retained percentage is $1,473.13.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Sprague H. Carter
Pendleton Hotel Bldg.
Pendleton, Oregon

NOTED ON CARD
10-13-48

RECEIVED
AUG 20 1948
FOR FILING

3-4207

August 20, 1948

Hartford Accident and Indemnity Co.
Hartford 15, Conn.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Pendleton Sand & Gravel Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2907 for reoiling on the Sandy-Wapinitia Junction-Clear Creek Section of Mt.Hood and Wapinitia Highways, in Clackamas and Wasco Counties. This payment, which is in the amount of $10,384.83, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,380.81. The present payment to the contractor will be made on or after August 30, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Sprague H. Carter, Agent
Pendleton Hotel Bldg.
Pendleton, Oregon

NOTED ON CARD

8-20-48

15

Form E-1—5M—8-47 3-4207

OREGON STATE HIGHWAY COMMISSION #11

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 31, 1948, 19

Section Sandy-Wapinitia Jct.-Clear Creek

Kind of work Reoiling

Highway Mt Hood & Wapinitia

Section prefix 3-4207

Contractor Pendleton Sand & Gravel Co.

Contract number 2907

Date of Contract May 15, 1947, 19

Date of completion Aug 31, 1947, 19

Date work started July 30, 1947, 19

Estimated date of completion ~~Aug~~. July 31, 1948, 19

Amount of contract $43,983.25

Per cent of time elapsed 443 108 410 %

Estimated cost of completed project, exclusive of engineering $45,742.58

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2089 2639 79.3 %

Date project was completed July 31, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor oiled Monday, Thurs, Friday & Saturday. The Job was completed Saturday.

A. G. Skelton & Wm Strohmeyer were over the job on Friday.

Crew: Clinefelter inspecting and Hogsett checking rock.

H.W. LIBBY
NOTED

RECEIVED
AUG - 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed Oscar Norberg

Address P.O.Box 4644, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				44113	
Miles partially completed					
Miles completed				44.13	
Total estimated quantities				12,066 cy 865 tons	
Estimated quantities moved or placed to date				12,066 cy 865 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				~~15~~ 10	

Percentages of men employed on contract to be secured from:

..........County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ......, Crushing or screening plants ......

Compressors ......, Bulldozers ......, Sheep-foot rollers ......, 5 trucks, pilot car, 1 distributor, 1 power broo

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	clear		
Monday	"		
Tuesday	rain		no work
Wednesday	"		no work
Thursday	clear		worked ½ day
Friday	"		
Saturday	"		

RECEIVED
JAN 22 1948
FOR FILING

3-4207

January 21, 1948

Pendleton Sand & Gravel Co.
P. O. Box 245
Pendleton
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 350 days, from August 31, 1947 to August 15, 1948, within which to complete your contract No. 2907 for reoiling on the Sandy-Wapinitia Junction-Clear Creek Section of the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton

NOTED ON CARD
1-21-48 gf

RECEIVED
DEC 24 1947
FOR FILING

3-4227

December 23, 1947

Oregon State Highway Commission

Gentlemen:

I enclose a copy of a request of the Pendleton Sand & Gravel Company for an extension of time from August 31, 1947 to August 15, 1948, on their Contract No. 2967, Mt. Hood and Wapinitia oiling project.

The contractor's operations on this project were very materially curtailed during the month of August by an oiling shortage in Portland. Early in September it was further necessary to stop the contractor's operations as the cold nights which are experienced in the altitudes of the Mt. Hood and Wapinitia rendered the application of oil unsatisfactory.

In order that the oiling may be done in good weather, it is recommended that the extension of time be granted, as requested, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WGW/ds

cc W. C. Williams
H. G. Smith

RECEIVED
OCT 16 1947
FOR FILING

3-4207

7

#2107

October 14, 1947

Pendleton Sand & Gravel Co.
P. O. Box 245
Pendleton, Oregon

DearSir:

I am returning your request for extension of time to September 12, 1947, on the Sandy-Wapinitia Jct.-Clear Creek Section of the Mt. Hood and Wapinitia Highways, with the request that you cancel this and submit another request for extension of time until August 15, 1948.

I do not believe that there are justifiable reasons to ask the Commission to relieve you of completing the remainder of the contract. I can recall no instance where the Commission has cancelled a partially completed contract and do not think they would feel it policy to do so in this instance.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
A. G. Skelton

FORM E-30X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 9, 1947

OCT 10 1947

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing, herewith, letter from the Pendleton Sand & Gravel Co., under date of October 4th, in which they make formal application for termination of contract No. 2907 as of September 10th, however this date of September 10th should be changed to September 12th, as that is the last day they did pay work on the job. I am also enclosing contractor's request for extension of time to complete construction contract also from the Pendleton Sand & Gravel Company, in which they ask for extension of time to September 12th. I would recommend that the request for extension of time and termination of contract be both granted, the extension of time without penalty.

In regard to the oiling done on September 5th and 6th, which oil was later bladed off the road and on to the shoulder, it is recommended that payment be made for hauling the 510 C.Y. of 3/4"-1/2", 310 C.Y. 1/2"-1/4", and 40 C.Y. 1/4"-0", shown in the attached report from Mr. Norberg, and also that we pay for the 45 C.Y. of the 1/4"-0" placed on the road on September 8th in an effort to save the oil that was later bladed off. It is recommended that we make no payment for the oil placed on the 5th and 6th, which was later bladed off on to the shoulder, and that we make no payment of any kind for the work done by the contractor in blading this material off the road in trying to salvage it, other than the payment for the rock actually hauled, mentioned above.

Some benefit does accrue to the State from the oil remaining on the roadway, and possible some from the oil that was bladed on to the shoulder, however, this was more than outweighed by the lack of full benefit from the rock that is now on the shoulder of the road in place of being in the stockpile. It is believed that the settlement recommended above would be fair both to the State and to the contractor, and if this is approved, semi-final estimate will be made on basis, should the request for cancellation and time extension be granted by the Commission.

Yours very truly,

A G Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc - Oscar Norberg

and Plant
Miles South of Pendleton
on Pilot Rock Highway

TELEPHONE 43F2

Pendleton Sand & Gravel Company

GENERAL CONTRACTORS

Rock Crushing, Road Oiling, Excavation and Grading
Washed Sand and Gravel

P. O. BOX 246
PENDLETON, OREGON

October 4, 1947

Oregon State Highway Commission

Portland, Oregon

Attention: Mr. A. G. Skelton, Division Engineer

Gentlemen:

This letter is a formal application for termination of contract No. 2907 as of September 10, 1947. On that date your Resident Engineer, O. H. Norberg, requested us to discontinue oiling operations because of the lateness of the season and weather conditions adverse to oiling at such a high altitude.

There remain several miles of road in the contract to be oiled. We respectfully request that the contract be terminated and that we be relieved from completing the remaining road mileage next spring.

Sincerely yours,

PENDLETON SAND & GRAVEL COMPANY

Garfield Powers

Garfield Powers--Partner

RECEIVED
JUN 13 1947
FOR FILING

3-4207

Salem, Oregon
June 12, 1947

Mr. W. C. Williams
Division Highway Engineer
Box 4644, Sellwood Station
Portland 2, Oregon

Dear Sir:

The prefix assigned to the Sandy-Wapinitia Junction-Clear Creek Project, Contract No. 2907, has been changed from 3-1109 to 3-4207. Please make appropriate changes on your records and advise the resident engineer of the change.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

GH:GS

RECEIVED
JUN 11 1947
FOR FILING

3-4207

June 11, 1947

Pendleton Sand & Gravel Company
P. O. Box 245
Pendleton
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2907, which was awarded to you on May 15, 1947 by the State Highway Commission, covering the Sandy-Wapinitia Junction-Clear Creek Section of the Mt. Hood and Wapinitia Highway, in Clackamas and Wasco Counties. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
MAY 16 1947
FOR FILING

3-4207

#2907

May 16, 1947

Pendleton Sand & Gravel Co.
Post Office Box 245
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 15, 1947, awarded you the contract for reoiling on the Sandy-Wapinitia Junction-Clear Creek Sections of the Mt. Hood and Wapinitia Highways in Clackamas and Wasco Counties. This award was based on your low bid of $43,983.25 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

129-1038 Const. Br. (Stillwell Br.) over
Trask River on Netarts Second
#2908 Hwy. 1947

RECEIVED
OCT 1 1948
FOR FILING

129-1038

#2908

October 19, 1948

Mrs. Lucetta Huff, Secretary
Oceanside Community Club
Oceanside, Oregon

Dear Mrs. Huff:

I am much pleased to acknowledge receipt of your letter of October 16, 1948, in which you express appreciation on behalf of the Oceanside Community Club for the new bridge over the Trask River, which was recently completed. I shall be pleased to bring your letter to the attention of the members of the State Highway Commission. They will be happy to know that the improvement meets with your satisfaction.

Thanking you kindly for your letter, I remain

Sincerely yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Commissioners
Mr. R. H. Baldock
Mr. W. C. Williams

Oceanside, Oregon
October 16, 1948

State Highway Department
Salem, Oregon
Gentlemen:

The Oceanside Community Club instructed me at the last meeting to write you a letter expressing our appreciation for the recently completed bridge over the Trask river.

During the wash-out last spring, we had ample evidence as to how necessary a good bridge is to the population out here. The inconveniences suffered made us doubly appreciate the new bridge, once it was completed.

So I am writing you a memorandum to this effect and would like to go on record as saying "Thank You" for a very fine and necessary thing.

Very Truly yours,
Luceta Ruff
(Mrs.) Luceta Ruff
Secretary, Oceanside
Community Club.

RECEIVED
OCT 19 1948
OREGON
STATE HIGHWAY COMMISSION

COPIES TO COMMISSIONERS
Baldock
Williams

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
SEP - 8 1948
FOR FILING
129-1038
2908

September 2, 1948

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

This to advise you that State Highway Contract No. 2908 for work on the Trask River Bridge on Tillamock-Netarts Highway, in Tillamock County, has been completed by the contractor, VaDare Construction Company, and that final payment in the amount of $3,307.08 will be made on or after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $96,395.56, and that no force account work was performed therein. This contract was completed on June 29, 1948 but has not been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harvey Wells-Reed Ins.Agency
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
9-2-48,JK

RECEIVED
AUG 26 1948
FOR FILING

129-1038

2906

August 23, 1948

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the VaLare Construction Company, on contract No. 2908, covering the Trask River Bridge on the Tillamook-Netarts Highway in Tillamook County. This payment, in the amount of $7,720.94, will be made on or after September 2, 1948. The retained percentage is $2,879.03.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harvey Wells-Reed Ins. Agency
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

8-23-48 g

RECEIVED
AUG 18 1948
FOR FILING

129-1038

2908

August 17, 1948

Dolan Construction Company
Post Office Box 113
Tillamook, Oregon

Gentlemen:

VaDare Construction Company, Contract 2908

In reply to your letter of August 13 regarding subcontract work performed by your company on the Stilwell Bridge in Tillamook County for the VaDare Construction Company, we find that as of this date no final estimate has been received. The semi-final estimate which is now being prepared shows a total amount to be paid to the contractor of $93,071.02 and the retained percentage in the amount of $2,878.49. It will be a matter of probably several weeks before the semi-final payment will be made.

The bonding company for the contract is the Great American Indemnity Company whose agent is Harvey Wells-Reed Insurance Agency, Failing Building, Portland 4.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

Great Am. Indem. Co.

Harry Wells Pub. Ins. Agency, Failing Bld

[illegible]

Original

[illegible] —— Total ~~[illegible]~~ to Contr. 8-17 — 85,367.54

retained — 7584.00

~~Total~~

8-17 semi-final — 93,071.02
2818.49

DOLAN CONSTRUCTION COMPANY
GENERAL CONTRACTORS
MANUFACTURERS OF CONCRETE PIPE
SAND - GRAVEL - CRUSHED ROCK
PHONE 90-J
TILLAMOOK, OREGON

2908
Bridge

August 13, 1948

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

We sub-contracted some work on the Stillwell Bridge over the Trask River in Tillamook County from the VaDare Construction Company of Portland.

We would appreciate it if you would advise us the name and adress of the bonding company on this job and also send us a copy of the final estimate.

Yours truly,
DOLAN CONSTRUCTION COMPANY

By P. A. Dolan

REFERRED TO
Files
BY SECRETARY

[illegible]

RECEIVED
AUG 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7
FOR FILING"

129-1038

#298

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1948

SUBJECT:
Stillwell Bridge over Trask River (Bridge No. 5640)

To:

Mr. George Danforth
Resident Bridge Engineer
State Highway Department
Tillamook, Oregon

Dear Sir:

I am attaching invoice, receipts, and pay roll covering the replacement of the detour bridge over the Trask River which was taken out in the flood of February 22. I am also attaching a copy of a letter sent to the VaDare Construction Company under date of February 24, authorizing additional payment to the contractor for a portion of this work.

There is some question in my mind as to the time as shown on the certified transcript of labor pay roll. I note that this shows overtime on Sunday and Monday, February 22 and 23. It is my understanding that the replacement of the detour bridge did not begin until Tuesday and that work on Sunday and Monday consisted in recovering the contractor's pile driver and pulling out drift and otherwise cleaning up the debris.

I also note that he has billed us for rental on a winch truck and that this truck was used on Sunday and Monday. This was apparently in pulling out his driver or doing other work. While the letter of February 24 does not specifically authorize the ferry service, we believe this was a good move and are willing to accept it as an additional charge, assuming that the charges are correct.

Will you please check these over and if you agree with our interpretation of the labor pay roll, have a new pay roll submitted, with your approval both on the pay roll and the new invoice.

Very truly yours,

G. S. Paxson
Bridge Engineer

NOTED
W. C. WILLIAMS

GSP GM
cc W. C. Williams
F. D. Eason

Attached

RECEIVED
MAY 24 1948
FOR FILING

129 - 1038

May 19, 1948

The Texas Company
600 Republic Building
Seattle 11, Washington

Attention: Mr. A. C. Jephcott

Gentlemen:

We acknowledge with thanks your letter of May 17 advising us that your claim in the amount of $92.97 against R. Bowland and J. H. Corgan, subcontractors under the VaDare Construction Company on contract No. 2908, has been paid.

We appreciate your prompt advice in this matter as it enables us to keep our records fully up to date.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
5-19-48, gk

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
SEATTLE DIVISION
T. E. NICHOLS, JR., DIVISION MANAGER
A. C. JEPHCOTT, CREDIT MANAGER

600 REPUBLIC BUILDING
SEATTLE 11, WASHINGTON

May 17, 1948

R. BOWLAND & J. H. CORGAN

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Thank you kindly for your letter of May 14th in answer to ours of May 6th. The information given is of great assistance to us and your very fine cooperation is appreciated.

We have today received payment in the full amount of $92.97 and, no doubt, your letter notifying the VaDare Construction Company of our claim was instrumental in securing this payment.

Very truly yours,

A C Jephcott
A. C. JEPHCOTT
Credit Manager

HET:ML

REFERRED TO Query - [illegible]
BY SECRETARY
notify surety & contractor bill paid.
note on card

NOTED
H. B. GLAISYER

RECEIVED
MAY 18 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 24 1948
FOR FILING

127-1038

May 19, 1948

The Great American Indemnity Company
One Liberty Street
New York City 5, New York

Gentlemen:

This is to advise you that on May 17 we received a letter from A. C. Jephcott, Credit Manager of The Texas Company, advising that their claim in the amount of $92.97 filed against R. Bowland and J. E. Corgan, subcontractors under the VaDare Construction Company on contract 2908 for the construction of a bridge over the Trask River in Tillamook County, has been paid.

This information is given to you as your company appears as surety on the above mentioned contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Harvey Wells-Reed Insurance Agency
Failing Building
Portland 4, Oregon

VaDare Construction Company
1002 Southeast Rex Street
Portland 2, Oregon

NOTED ON CARD
5-19-48

RECEIVED
MAY 24 1948
FOR FILING

127-1038

May 14, 1948

Great American Indemnity Company
1 Liberty Street
New York 5, New York

Gentlemen:

We have received in this office a notice of claim of The Texas Company against R. Bowland and J. H. Corgan, subcontractors under the VaDare Construction Company, Portland, Oregon, arising out of the VaDare Construction Company's contract No. 2908 with the State Highway Commission for construction of a bridge over the Trask River on the Tillamook-Netarts Secondary Highway, in Tillamook County, Oregon. This claim is in the amount of $92.97.

You are notified of this claim because you appear as surety on the bond furnished by VaDare Construction Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland 4, Oregon

VaDare Construction Company
1002 S. E. Rex Street
Portland 2, Oregon

Mr. Floyd Query

NOTED ON CARD
5-14-48, gc

RECEIVED
MAY 24 1948
FOR FILING

129-1038

May 14, 1948

Mr. A. C. Jephcott
Credit Manager
The Texas Company
600 Republic Building
Seattle 11, Washington

Dear Mr. Jephcott:

In your letter of May 6, 1948, you advise the Oregon State Highway Commission of your claim against R. Bowland and J. H. Corgan in the amount of $92.97, which claim was incurred by Bowland and Corgan as subcontractors under the VaDare Construction Company, Portland, original contractors for the construction of the bridge over the Trask River on the Tillamook-Netarts Secondary Highway, in Tillamook County.

The contract to which you refer is State Highway Contract No. 2908. In connection therewith, the VaDare Construction Company furnished the state a surety bond to insure the satisfactory completion of the project and to protect claims arising out of the project whether such claims were incurred by the original contractor or his agents or subcontractors.

This bond was written by the Great American Indemnity Company, for whom Harvey Wells-Reed Insurance Agency, Failing Building, Portland 4, Oregon, are local representatives. The Highway Commission offers this bond to you for the protection of your claim and suggests that you file notice of your claim with the company's agents.

To further protect your claim I would suggest that your file notice thereof with the Secretary of State of the State of Oregon in conformity with the provisions of the Oregon statutes which cover such matters. I enclose a mimeographed copy of the law referred to for your ready reference. In the event that you do not secure satisfaction from following the above suggested procedure, then you still have recourse to action in the courts, but you cannot look to the State Highway Commission to pay your claim directly.

Mr. A. C. Jephcott
Page 2
May 14, 1948

In conformity with the standard practice, I am today calling your claim to the attention of the surety on the bond. I am also notifying the VaDare Construction Company that the claim has been filed in this office.

I trust that I have given you the information you desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HG:eo
Enc.

cc - Mr. Floyd Query

NOTED ON CARD

5-14-48 gs

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
SEATTLE DIVISION
T. E. NICHOLS, JR., DIVISION MANAGER
A. C. JEPHCOTT, CREDIT MANAGER

600 REPUBLIC BUILDING
SEATTLE 11, WASHINGTON

May 6, 1948

R. BOWLAND & J. H. CORGAN

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have a claim against R. Bowland and J. H. Corgan in the amount of $92.97, as evidenced by the enclosed itemized statement.

Bowland and Corgan were sub-contractors of the Vedare Construction Company, 1002 S. E. Rex, Portland, Oregon, on the Trask River bridge.

We understand that the Trask River bridge is now completed and since we have not received payment, we would like to have our claim filed so that we will receive payment before final settlement is made for this contract.

We would appreciate you advising us if any further notice is necessary, or if this is not the proper procedure, what is necessary to have our claim put in line against their bond.

Please accept our thanks for any information you can give us.

Very truly yours,

A C Jephcott
A. C. JEPHCOTT
Credit Manager

HET:ML

H. B. GLAISYER

NOTE TO [illegible]
DATE 5/14

RECEIVED
MAY 10 1948
OREGON
STATE HIGHWAY COMMISSION

P

FORM S-43-A 30M 12-44

TEXACO

STATEMENT

TO THE TEXAS COMPANY DR.

SALES DEPARTMENT

May 6, 19 48

M R. Bowland & J. H. Corgan
Box #2
Rockaway, Oregon

DATE	DESCRIPTION	DEBITS		CREDITS		BALANCE	
1947							
Oct. 31	Invoice	16	62				
Nov. 3	Invoice		90				
Nov. 8	Invoice	11	28				
Nov. 14	Invoice	13	12				
Nov. 24	Invoice	20	60				
Dec. 3	Invoice	17	51				
Dec. 10	Invoice	1	82				
Dec. 10	Invoice	11	12				
	Balance					92	97

1. THE LAST AMOUNT IN "BALANCE" COLUMN IS BALANCE ON YOUR ACCOUNT TO DATE.
2. ANY SUBSEQUENT PAYMENTS WILL BE SHOWN ON YOUR NEXT STATEMENT.
3. THIS STATEMENT IS A REQUEST FOR PAYMENT ONLY OF PAST DUE AND UNPAID ITEMS. ITS PURPOSE IS TO ENABLE CUSTOMER TO COMPARE HIS BOOKS WITH OURS.

THE TEXAS COMPANY

FORM S-43-A 20M 12-44

STATEMENT

TO **THE TEXAS COMPANY** DR.

SALES DEPARTMENT

May 6, 19 48

M R. Bowland & J. H. Corgan
Box #2
Rockaway, Oregon

DATE	DESCRIPTION	DEBITS	CREDITS	BALANCE
1947				
Oct.31	Invoice	16 62		
Nov. 3	Invoice	90		
Nov. 8	Invoice	11 28		
Nov. 14	Invoice	13 12		
Nov. 24	Invoice	20 60		
Dec. 3	Invoice	17 51		
Dec. 10	Invoice	1 82		
Dec. 10	Invoice	11 12		
	Balance			92 97

1. THE LAST AMOUNT IN "BALANCE" COLUMN IS BALANCE ON YOUR ACCOUNT TO DATE.
2. ANY SUBSEQUENT PAYMENTS WILL BE SHOWN ON YOUR NEXT STATEMENT.
3. THIS STATEMENT IS A REQUEST FOR PAYMENT ONLY OF PAST DUE AND UNPAID ITEMS. ITS PURPOSE IS TO ENABLE CUSTOMER TO COMPARE HIS BOOKS WITH OURS.

THE TEXAS COMPANY

1

RECEIVED
FOR FILING

IONERS
LD, CHAIRMAN
RUPP, MEMBER
H FALLS
CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

129-1038

#2908

#413 W

March 26, 1948

Mr. H. T. Betts, Attorney
Tillamook, Oregon

Dear Sir:

Reference is made to your letter of March 16 concerning the excavation around the piers at the Trask River Bridge west of Tillamook. Our contract requires the contractor to backfill up to the elevation of the original ground. We also intend to place adequate riprap on the slopes which are backfilled.

Very truly yours,

G. S. Paxson
Bridge Engineer

NOTED
W. C. WILLIAMS

GSP GM
cc W. C. Williams

STATE HIGHWAY COMMI
OREGON
OFFICE OF G. S. PAXSON, BRIDGE E
SALEM

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

March 26, 1948

Mr. H. T. Botts, Attorney
Tillamook, Oregon

FOR FILING

ASSIGNMENT

No. [illegible]
WCW

DESCRIPTION: Letter received from H. T. Botts, Tillamook, Oregon with reference to the bridge being put in over the Trask River just west of Tillamook.

DATE: March 17, 1948

ASSIGNED TO: Mr. Paxson

☐ Investigation and report to this office
☒ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ______________
☐ ______________________________________

REPORT RECEIVED: 4-1-48.

REMARKS:

RECEIVED
FEB 26 1948
FOR FILING

139-1238

February 24, 1948

VaDare Construction Company
1002 Southeast Rex Street
Portland 2, Oregon

Gentlemen:

Under the terms of your contract, No. 2908, for constructing a bridge over the Trask River near Tillamook, you were required to construct and maintain a detour bridge, which bridge was washed out by a flood.

I take this opportunity to call your attention to the fact that, in all probability, your neglect to safeguard this structure and to prevent the piling up of drift was primarily responsible for the loss of the detour bridge. Likewise, under the terms of the contract, you are required to replace the bridge and to maintain traffic at no additional cost to the State. However, in view of the fact that the loss of the detour bridge is causing material inconvenience and distress to all the people living on the peninsula, the Highway Commission has authorized and I hereby direct you to proceed to work continuously in the replacement of the detour bridge and the State will pay you the additional cost over and above the replacement in the normal manner. In other words, we will expect you to work continuously and we will pay for the lighting of the work at night and for the additional cost of labor, if any, involved in working the continuous shifts.

Insofar as the extra costs, if any, involved in the building of the new structure are concerned, the State will not assume them but will expect you to proceed as rapidly as is possible to complete your contract so as to permit the use of the new structure by the general public.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
cc: J. N. Devers

pm

RECEIVED
FEB 20 1948
FOR FILING

129-1138

February 19, 1948

VaDare Construction Co.
1002 S. E. Rex St.
Portland 2
Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 3, 1948, had under discussion your request for an extension of time of 181 days, from January 1 to July 1, 1948, within which to complete your contract No. 2908 covering the Trask River Bridge on the Tillamook-Netarts Highway in Tillamook County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Eason,
Division Engineer

W. A. Reeves

NOTED ON CARD

2-18-48 gl

RECEIVED
JAN 27 1948
FOR FILING

129-1038

January 16, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

Herewith request for time extension on the Stillwell Bridge over the Trask River in Tillamook County, Contract No. 2909, VaDare Construction Company, contractors. They are asking an extension from January 1 to July 1, 1948.

The contractors have been severely handicapped due to lack of skilled pile-driver men in this area, and have also encountered foundation conditions which are more difficult than was anticipated. I recommend that this extension to and including July 1, 1948 be granted without penalty to the contractor.

This is a State project and does not require concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

cc R. H. Baldock
H. B. Glaisyer
G. S. Paxson

RECEIVED
OCT 2 1947
FOR FILING

129-1038

#2908

#425

October 24, 1947

Tillamook Bay Lumber Company
Post Office Box 268
Tillamook, Oregon

Attention: Cecil R. Pearson, Vice President

Gentlemen:

This acknowledges your letter dated October 16 which has reference to two bridges on the Netarts Secondary Highway, namely, the drawspan crossing Tillamook River and the new bridge under construction which crosses Trask River.

With reference to the Tillamook River Drawspan and the delay in effecting an opening and closing for water transportation, this matter has already received our attention. Approximately two months ago we instructed our Bridge Engineer, Mr. Paxson, to make a study for the improvement of operating the machinery for the purpose of reducing of elapsed time to open and close the same. This study is now complete and we will in the very near future start making some alterations to one pier and install additional jacks which will materially facilitate the opening and closing.

Likewise we are aware of the vulnerability of the main pier and end piers to damage from drift, a log raft or a towboat towing a raft, and have a plan approved by the Bridge Engineer for the construction of the necessary pier protection. We have solicited bids from all firms in your locality equipped to do this work and a small contract will be awarded to the low bidder on Tuesday, October 28, and the pier protection work will be completed as soon as possible.

Regarding your comments on the Trask River Bridge, I have furnished a copy of your letter to Mr. Paxson, Bridge Engineer, who has supervision over that work and who will without doubt give due consideration to your statements, investigate the same and confer with the contractor who is responsible for the maintenance of the bridge.

We thank you for the interest you have taken and can assure you that all of the features which you and your company are duly concerned with will receive prompt attention.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:bb
cc: I. A. DeFrance
G. S. Paxson

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1947

SUBJECT: Stillwell Bridge over
Trask River

To:
Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to the letter dated October 16 from the Tillamook Bay Lumber Company calling attention to the possibility that the detour bridge over the Trask River, just west of Tillamook, might be damaged by high water. There is some danger that this bridge might be damaged or that a span of the trestle might be entirely taken out by high water. Our contract provides that the contractor shall provide a detour roadway at all times, and if the bridge should be damaged, it would be the contractor's obligation to repair or replace it. This, however, would involve some delay to traffic which might want to use the structure.

We have taken such precautions as seem advisable to make this detour bridge strong enough to withstand the high waters, and our field forces have been instructed to keep the safety of the structure in mind at all times and to take any additional steps that may seem necessary.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

NOTED
W. C. WILLIAMS

GSP GM
cc I. A. DeFrance

NOTED
W. W. STIFFLER

ASSIGNMENT

No. 12
WWS

ON: Let. 10/16/47 fro[illegible]illamook Bay Lumber Co., Tillamook,
e. bridge over Tillamook River on Bayocean-Netarts Hwy.

DATE: 10/21/47 ASSIGNED TO: DE FRANCE

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☒ Please prepare reply for my signature with c/c to Paxson.
☐ Assignment executed Date 10-23-47 ll

☐ ____________________

REPORT RECEIVED:

REMARKS:

FORM E-30 25M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 23, 1947

SUBJECT: Hazardous Condition at
Tillamook River Drawspan

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Department

Dear Sir:

We return herewith a letter from Cecil R. Pearson, Vice President of the Tillamook Bay Lumber Company, directing our attention to the hazardous condition at the Tillamook River Drawspan on the Bayocean-Netarts Highway and the Trask River Bridge now being reconstructed by contract.

This condition was brought to our attention about 2 months ago when Henry Sauce and Sons of Garibaldi, Oregon began towing barges rented from the Puget Sound Tug and Barge Company under this span. During the 6 or 8 years that the bridge had been under the jurisdiction of the Highway Department very few openings had been necessary. As the result, the first opening of the bridge required considerable time, the opening on August 19 was reported to have closed the road for 45 minutes. This condition was reported and an investigation made. It has been found that additional dead load resulting from the 4x12 and 2x2 deck covered by a mastic wearing surface has caused such additional deflection that the Netarts end of the [illegible] fouls the cap. As a remedy, it has been proposed to lower the west pier 2 inches. This work will be performed the latter half of next week. The deflection of the span had required additional jacking and the crew operating with a single pair of jacks had to jack one end to blocks and move the jacks to the other end to complete the operation. Even though the cutting off of the pier will greatly reduce the amount of jacking necessary, we have ordered a set of 4 20-ton hydraulic jacks with 7-inch rise, which will be reserved for the opening of this bridge. These jacks we are advised will be available and in the hands of the bridge crew by the end of the next week, so that by that time we feel that the opening of the bridge can be made with very little delay to traffic. 45

The dolphins and shear boom are completely gone and plans are underway to replace them, as suggested in Mr. Pearson's letter. This hazard was brought to the attention of Sauce and Company when they first began operations under this span. It is planned to construct a 11-pile dolphin in front of the center pier, 3-pile dolphins on the downstream side of the 3 piers and upstream side of the 2 end piers, together with

W. W. STIFFLER

a shear boom extending southeasterly from the east pier.

We are at the present time securing quotations for the necessary fir piling, having contacted several suppliers who furnish piling from the Upper Wilson River and also head waters of the Trask.

We have also contacted several operators in the Tillamook vicinity who have drivers and would be able to drive dolphin and shear piling in the near future. Howard Tilden of Tillamook, who has done this type of work, driver for the Oceanside Lumber Company at Garibaldi and Bowland and Cordan of Rockaway, who are subcontracting the piling work for the Trask River Bridge contractor, are both figuring on the work and will give us their price next Tuesday. Mr. Tilden will be able to perform the work immediately. However, Bowland and Cordan are now driving at the Trask River Bridge and would not be able to do our work for approximately 2 weeks.

Oct 28

We believe that we will be able to get either one of these outfits to do the driving for us, and probably as soon as we are able to obtain fir piling. Spruce piling are readily available but we believe it would be better to use fir piling even though it would delay the work for a few days.

As to the matter of hazard at the contractor's operations on Trask River, we might point out that this contractor has not only the detour bridge but his own false work to protect, in which he has a considerable financial investment. As the result, he should require very little encouragement to take every precaution necessary to protect the temporary structure from drift. This bridge is located in tide water and the control of drift is much different than in a river at flood stage, inasmuch as the tide reverses itself regularly and workmen are afforded an opportunity to remove drift before it accumulates. This is a matter for the contractor and the Bridge Department to work out, however, and will no doubt receive their attention as needed.

In reply to this letter we feel that you can advise them that we are all appreciative of their concern in these matters and that we will lose no time in making such improvements at the Tillamook River site as have been planned to correct the situation.

We return herewith your record of assignment No. 42. I have not prepared a reply for your signature, inasmuch as half of this letter deals with the contract job and you may wish to incorporate some details in your reply which are available from Mr. Paxson.

Very truly yours,

I A DeFrance

I. A. DeFrance
Assistant Maintenance Engineer

IAD/hd
encls.
cc G. S. Paxson
encl.

TILLAMOOK BAY LUMBER COMPANY
Manufacturers
WEST COAST TIMBER PRODUCTS
P. O. BOX 268
TILLAMOOK, OREGON

October 16, 1947

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplementing Jack Ashim's call and letter of today to your office, I am writing you concerning the swinging bridge over the Tillamook River on the Bayocean-Netarts highway. The time consumed in the opening and closing of this bridge is becoming a serious problem in the operation of our plant. As you probably know, the bridge has been opened more in the past two months than it has been over a period of a year previously. We are also greatly concerned over the possibilities of the bridge being taken out by a barge or tug, or raft of logs, swinging into the center span. We respectfully ask that this bridge be equipped with proper machinery for opening and closing in a minimum of time rather than the usual one and one-half to two hours presently required, and also ask that dolphins be driven in such a manner to protect the center span from passing barges or logs.

I might also add that I feel the temporary bridge across the Trask River where the new bridge is being constructed on the same highway is definitely in danger of going out this winter during the high water period. It is not my intention to cry "Wolf". However if you will recall sometime past a temporary bridge of the same type over the Tillamook River went out while Dolan Construction Company was in the process of building a new bridge. We would like very much to have yourself or one of your engineers call on us and contact either Mr. Wade, President of Tillamook Bay Lumber Company or myself, as we intend to circulate a petition for the improvement and protection of these bridges. We are the largest single operator affected by this highway, but the same highway serves an area with a population of perhaps 2000 people in the Bayocean-Netarts-Oceanside area, as well as the local fish and crab processing plants on the bay and the coming Crown-Zellarbach logging operation in the same area, and we feel that the bridges are sufficiently valuable to commerce in this area to be fully protected and improved.

Yours very truly,
TILLAMOOK BAY LUMBER COMPANY
Cecil R Pearson
Cecil R. Pearson, Vice President

RECEIVE
OCT 20 1947
OREGON
STATE HIGHWAY COMMISS

CRP:wk

NOTED
W. W. STIFFLER

RECEIVED
JUN 4 1947
FOR FILING

129-1638

2908

June 3, 1947

Va Dare Construction Company
1002 S.E. Bux Street
Portland 2
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2908, which was awarded to you on May 15, 1947 by the State Highway Commission, covering Stillwell Bridge over the Trask River on the Tillamook-Netarts Highway in Tillamook County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 16 1947
FOR FILING

129-1038

#[illegible]

May 16, 1947

VaDare Construction Company
1002 Southeast Rex Street
Portland 2, Oregon

Gentlemen:

The State Highway Commission on May 15, awarded you the contract for construction of a 100-ft. steel pony truss span over the Trask River on Netarts Secondary Highway near Tillamook in Tillamook County, including the grading and surfacing of 0.9 mile of roadway approaches thereto. This award was based on your low bid of $101,120.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

RECEIVED
JAN 15 1947
FOR FILING

129-1038

January 10, 1947

The District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Your File PO 800.6
(Trask River - Bridges) -1

The permit, which establishes starting and completion dates for construction of the bridge over the Trask River on the Netarts Highway in Tillamook County, provides that construction must start by March 18, 1946 and be completed on or before March 18, 1948. Due to scarcity of construction, labor, and materials, we will not be able to get this project started within the time limits established in the permit. Please consider this as our request that the limiting date on which construction may be commenced be advanced to March 18, 1948, and the limiting date for completion of construction be advanced to March 18, 1950.

Dates on related permits covering placement of falsework in the channel and a temporary detour bridge over the channel should be advanced to correspond to the permit for construction of the permanent structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

CAG GM
cc G. S. Paxson

32-1010 North Unit, Washington State Line-
Bulford Cr. Sec. of the Enter-
#2909 prise-Lewiston Highway 1947

R.H. Baldock

32 - 1010

RECEIVED
APR 29 1948
FOR FILING

OTED
State Highway Engineer

April 15th, 1948

FINAL COST ANALYSIS

Enterprise-Lewiston Highway - N. Unit, Washington State Line-Buford Creek Section
Contract #2909
Grading
Prefix 32-1010-201(46)
Natt McDougall Co., Contractors
J. C. Hiatt, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
St. Excavation, Unclass.	472.6	Cu. Yd.	$4.10	$5.00	$1,937.32	$2,363.00
Gen. Excavation, Unclass.	125,330.9	" "	0.78	1.04	98,022.49	130,344.14
Truck Haul	3,193.6	Yd. Mi.	0.62	0.20	1,979.66	638.72
Finish R/B & Slopes	0.88	Mile	2264.95	1000.00	1,993.16	880.00
18" Corr. Iron Pipe	70	Lin. Ft.	3.18	3.70	222.60	259.00
24" " " "	94	" "	4.74	5.50	445.19	517.00
24" Extra Strength Corr. Iron Pipe	132	" "	5.57	6.90	734.79	910.80
30" Extra Strength Corr. Iron Pipe	788	" "	6.97	8.75	5,495.47	6,895.00
Force Account					13,566.87	19,023.39
					$124,397.55	$161,831.55

Gross Revenue	$161,831.55
Total Cost	124,397.55
Net Profit	$37,434.00

Net Profit Equals 23.1% of Gross Revenue

N. Unit, Washington State Line-Buford Creek

Detail of Cost

Labor:

Supervision	$4,965.23	
Labor	36,589.20	
State Industrial Insurance	858.99	
Unemployment Insurance	332.44	
Social Security	415.52	
		$43,161.38

Materials:

18" Corr. Metal Pipe	94 Lin. Ft.	at $2.02	$189.88	
18" Corr. Metal Pipe Bands	3 Each	" 2.78	8.35	
24" Corr. Metal Pipe	94 Lin. Ft.	" 3.16	296.89	
24" Corr. Metal Pipe Bands	3 Each	" 3.62	10.86	
24" Extra Strength Corr. Metal Pipe	132 Lin. Ft.	" 4.12	543.47	
24" Extra Strength Corr. Metal Pipe Bands	5 Each	" 3.87	19.36	
30" Extra Strength Corr. Metal Pipe	790 Lin. Ft.	" 5.21	4,114.00	
30" Extra Strength Corr. Metal Pipe Bands	37 Each	" 5.16	190.94	
				5,373.75

Equipment Rental & Miscellaneous:

Equipment Rental, Company, Bare	$20,775.00	
Equipment Rental, Company, Fully-operated	10,461.90	
Rented Trucks	7,758.75	
Gas, Oil & Grease	4,792.00	
Explosives	7,506.75	
Drill Steel & Bits	3,194.49	
Freight & Cartage	6,844.96	
Camp Expense	5,792.79	
Field Office	1,645.56	
Small Tools & Misc.	2,646.87	
PL & PD Insurance	125.85	
Bond	1,207.50	
Home Office & General Overhead	3,110.00	
		75,862.42

Total Cost $124,397.55

Remarks:

This was a "State Project" calling for the grading of .88 mile of roadbed. The contract was bid and awarded May 15th, 1947; work was started June 2nd, and the project was completed November 13th. Force account work totaling $19,000.00 was added to the contract for the removal of slides and regrading of roadbed adjacent to the contract.

Equipment used by the contractor on grading and finishing consisted of one 2½ cubic yard shovel, two 12 cubic yard and one 8 cubic yard Euclid trucks, two D8 tractors and dozers, one 315 compressor and one 210 compressor, one #12 blade, one pickup and miscellaneous small tools and equipment. A 15 cubic yard carryall was brought to the job but used only about thirty hours on the contract work and twenty-eight hours on force account.

The general excavation was the main item of the contract and was handled very economically by the contractor. The drilling of the material was the only part of the excavation where costs were high. This was due to the fact that the rock did not hold true in formation and several different stratas, some hard and some soft, were encountered in a twenty foot down hole. Shooting costs were low, a total of 50,000 lbs. of powder being used for 125,000 cubic yards of material. A part of the excavation was dozed into place after shooting at a considerable saving over truck and shovel handling. Cost would have been slightly less if the contractor could have worked the job from the north end instead of from the south end. In pioneering the cuts and getting sufficient room to move the shovel, it was necessary to more a considerable amount of material which later had to be rehandled.

The smaller bid items of structural excavation and pipe were costly due to the large amount of hand labor required and the difficulty in moving the pipe without a haul road, but the contractor anticipated these difficulties and his bid prices were sufficiently high to allow him a good profit.

Force account on this project amounted to $19,000.00. In computing the costs of the force account the equipment used was allowed a rental rate based on actual costs to the contractor. The difference between these rates and the rates set up for force account work allowed a profit of 29%.

This project was well supervised, equipment sufficient and adequate to handle the work was used and a substantial profit was realized by the contractor.

Y. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
JAN 12 194
FOR FILING

32-1010

January 9, 1948

NOTED
H. B. GLAISYER

General Casualty Company of America
General Insurance Bldg.
Seattle 5
Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2909 for work on the North Unit, Washington State Line-Buford Creek Section of the Enterprise-Lewiston Highway, in Wallowa County, has been completed by the contractor, Matt McDougall Company, and that final payment in the amount of $4,909.63 will be made on or after January 19, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $161,831.55, of which amount $19,023.89 represents the amount of force account items. This contract was completed on November 13 and accepted by the Commission December 29, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

[redacted]

Acting Secretary

gl

NOTED ON CARD

1-9-48 gl

cc: Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

RECEIVED
JAN 12 1948
FOR FILING

32-1010

December 30, 1947

General Casualty Co. of America
General Insurance Bldg.
Seattle 5
Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Matt McDougall Company, on contract No. 2909, covering the North Unit, Washington State Line-Buford Creek Section of Enterprise-Lewiston Highway in Wallowa County. This payment, in the amount of $22,973.61, will be made on or after January 9, 1948. The retained percentage is $4,853.26.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl

NOTED
H. B. GLAISYER

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

12-30-47 gf

RECEIVED
DEC 8 1947
FOR FILING

32-1010

December 4, 1947

Matt McDougall Company
552 Sherlock Bldg.
Portland 4
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 25, 1947, had under discussion your request for an extension of time of 20 days, from October 31 to Nov.20, 1947, within which to complete your contract No. 2909 for North Unit, Washington State Line-Buford Creek Section of the Enterprise-Lewiston Highway, in Wallowa County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Paul Van Scoy

NOTED ON CARD

12-4-47

RECEIVED
NOV 20 1947
FOR FILING

32-1010

November 20, 1947

Oregon State Highway Commission

Gentlemen:

Herewith request of Matt McDougall Company for an extension of time from October 31, 1947 to November 20, 1947, on the North Unit, Washington State Line-Buford Creek Section of the Enterprise-Lewiston Highway.

The Contractor completed the work called for in the contract but the removal of the unexpected increase in yardage resulting from slides prohibited him from finishing within the specified time limit. The Contractor in general has done an excellent job on this contract.

It is recommended that the extension of time be granted as requested without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.88				
Miles partially completed					
Miles completed	.88				
Total estimated quantities	125,000				
Estimated quantities moved or placed to date	120,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

..........County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders 1, Rollers.........., Mixers.........., Crushing or screening plants..........

Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain-Snow		
Thursday	" "		
Friday	" "		
Saturday	" "		

Form E-1—5M—8-47

32-1010

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

No. 18 (Final)

For Week Ending Nov. 15, 1947

Section N. Unit, Wash. Stzte Line - Buford Creek

Kind of work Grading

Highway Lewiston - Enterprise

Section prefix 32-1010

Contractor Natt McDougall Co.

Contract number 2909

Date of Contract May 15, 1947

Date of completion Oct. 31, 1947

Date work started June 4 1947

Estimated date of completion Nov. 13, 1947

Amount of contract 142,606.50 plus Force Account 19,000.00

Per cent of time elapsed 106 %

Estimated cost of completed project, exclusive of engineering $161,606.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 8,750, %

Date project was completed Nov.13, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

We worked a blade on force account three days this week and closed the job down. Could have used the blade another two or three days on the upper end if the weather had been favorable but due to the very muddy condition no progress was being made.

The engineering crew is installing concrete monuments on the line.

NOTED
E. A. PEASE

RECEIVED
NOV 17 1947

NOV [illegible] 1947

NOTED
H. G. S[illegible]

Signed J. C. Heath

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
JUL 21 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7th, 1947

NOTED
State Highway Engineer

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

When it became evident there would be no forest funds available for the North Unit, Washington State Line-Buford Creek Section of the Enterprise-Lewiston Highway, the Commission authorized the contracting of the work as a state project.

Since there had been no construction or maintenance work on this project for 7 or 8 years, it was realized that there would be considerable maintenance on the 8.5-mile section formerly graded as the slopes had sluffed badly. Therefore, the amount of $15,000 was placed in the contingence fund for this work and the following clause added to the contract:

"Removing Slides and Finishing Work on Adjoining Section:

If so ordered by the engineer, the contractor shall, as a part of the work to be done under this contract, perform slide removal work, regrading work, and roadbed and slope finishing work on previously graded highway roadbeds extending approximately nine miles southerly from the south end of the contract. If performed by the contractor, as above provided, the work shall be done and will be classed as "extra work," and will then be paid for either on the force account basis described in the standard specification form or at a price to be agreed upon between the contractor and the engineer prior to commencement of the work. It is estimated, but not guaranteed, that the slide removal and regrading work may involve up to 20,000 cubic yards of excavation."

The contractor started this work on a force account basis but advises he does not have sufficient equipment to complete his main contract together with this amount before winter, and that he cannot afford to ship in other equipment from Portland to do work on an extra work basis. He is asking $0.65 per yard for the excavation and $1,000 per mile for the finishing. Since the work consists of sluff in the cuts it is very difficult to measure and he himself considers measurement to be more or less impractical. Therefore, he made an alternate proposal of $3,250 per mile, which would amount to about $27,000 for the entire job.

Since the contractor has two bulldozers, a blade and a shovel on this job and he is actively started on the work, it seems to me it is absurd for him to say that he cannot excavate an additional 20,000 yards, or 15% increase on the job, without additional equipment. Inasmuch as I have scheduled trips away from Salem for this week, I advised him to call again next week to arrange a date for a conference and am merely giving you this information preliminary to his appearance.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
JUN 4 1947
FOR FILING

12-[illegible]

June 3,1947

Matt McDougall Company
552 Sherlock Bldg.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 2909, which was awarded to you on May 15, 1947 by the State Highway Commission, covering N.Unit, Washington State Line-Buford Creek Section of the Enterprise-Lewiston Highway, in Wallowa County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 16 1947
FOR FILING

[illegible]

#2779

May 16, 1947

Matt McDougall Company
522 Sherlock Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on May 15, awarded you the contract for grading on the North Unit, Washington State Line-Buford Creek Section of the Enterprise-Lewiston Highway and for extra work consisting of slide removal and roadbed finishing on the adjoining section, in Wallowa County. This award was based on your low bid of $142,606.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

27-1017 Fort Hill Section of the Salmon
River Highway 1947

#2910

RECEIVED
DEC 15 1947
FOR FILING

December 12, 1947

American Surety Company of New York
100 Broadway
New York 5, N. Y.

Gentlemen:

You are hereby notified that State Highway Contract No. 2910 for work on Fort Hill Bridge Section of the Salmon River Highway in Polk County has been completed by the contractor, Glen O. Stevenson d.b.a. Stevenson Construction Co., and that final payment in the amount of $1,268.64 will be made on or after December 22, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $42,300.83, of which amount $122.78 represents the amount of force account items. This contract was completed on October 18 and accepted by the Commission on November 25, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. A. King, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

12-12-47. gl

RECEIVED
NOV 28 1947
FOR FILING

37-1017

November 24, 1947

American Surety Company of New York
100 Broadway
New York 7, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Stevenson Construction Company on contract No. 2910, covering Fort Hill Bridge Section of the Salmon River Highway, in Polk County. This payment, in the amount of $4,470.92, will be made on or after December 4, 1947. The retained percentage is $1,269.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. A. King, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

11-24-47 gf

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

RECEIVED
NOV 21 1947
FOR FILING

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

27-1017

November 19, 1947

Oregon State Highway Commission

Gentlemen:

Herewith a request of Lindstrom Bros. for an extension of time from December 31, 1947 to June 30, 1948, on the Fort Hill Bridge Section, Salmon River Highway.

The Contractor has completed the construction of the new bridge and the section has been opened to traffic. Barricades have been placed across each end of the old structure.

Remaining work to be done consists of the removal of the old bridge. This work involves the placing of falsework in the river and this work is very difficult during the wintertime owing to high waters in the Yamhill River. Since the delay in the removal of the old structure will cause no inconvenience, danger or extra expense, I recommend that the Contractor be granted the extension of time to June 30, 1948 without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
G. S. Paxson

Form E-1—2M—4-47

27-1017

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 8, 19 47

Section Fort Hill Bridge Section

Kind of work Grading, Surfacing & Oiling

Highway Salmon River

Section prefix 27-1017

Contractor S tevenson Construction Company

Contract number 2910

Date of contract May 20, 19 47

Date of completion Oct. 31, 19 47

Date work started May 26, 19 47

Estimated date of completion October 18, 19 47

Amount of contract . . . . $ ~~132~~ 46,341.00

Per cent of time elapsed 92 %

Estimated cost of completed project, exclusive of engineering $43,302.97

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 3092.75, 6.67 %

Date project was completed October 18, 19 47

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This is the final report on this project.

The semi-final estimate was sent to the Division Office Friday.

NOTED
H. G. SMITH

RECEIVED
NOV 10 1947
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
NOV 10 1947

Signed James E. Tolston

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
JUN 18 1947
FOR FILING

27-1017.

June 18, 1947

Stevenson Construction Co.
1875 Market St.
Salem
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2910, which was awarded to you on May 20, 1947 by the State Highway Commission, covering the Fort Hill Bridge on the Salmon River Highway in Polk County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JUL 11 1947
FOR FILING

27-1017

AGENDA
JUN 16 1947

4-i

May 20, 1947

Stevenson Construction Co.
1875 Market Street
Salem, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and bituminous macadam surfacing on the Fort Hill Section of the Salmon River Highway, in Polk County. This award was based on your low bid of $46,341 submitted on May 15, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. R. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
Building

5+C

ge to the account of _______________ $ Wilts

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

9:15 a.m.
May 20, 1947
Salem, Oregon

Stevenson Construction Co.
1875 Market Street
Salem, Oregon

State Highway Commission awarded you today contract for Fort Hill Section of Salmon River Highway, Polk County, based on your low bid submitted May 15, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

27-1018 Construct bridge over South
Yamhill River on Salmon River
#2911 Hwy. near Valley Jct. 1947

RECEIVED
JUN 15 1949
FOR FILING
27-1018

2911

Mrs Lewis

June 14, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received a letter from Virgil Wells, Route 2, Box 359, McMinnville, in which he advises as follows:

"This is to advise you that I hav finally received all the money from Lindstrom Brothers due me on the Fort Hill Bridge. . . ."

This appears to be in connection with the claim filed by Ready-Mix Concrete Company with this office on January 17th in the amount of $1,069.75 against Contract No. 2911 with Lindstrom Brothers for construction of the Fort Hill Bridge on the Salmon River Highway in Polk County.

This information is provided as the Continental Casualty Company appears as surety on the bond executed in connection with Contract No. 2911.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - C. A. Tomassene
614 Wilcox Building
Portland 4, Oregon

Lindstrom Brothers
7335 N. E. Broadway
Portland 16, Oregon

NOTED ON CARD
6-14-49

RECEIVED
JUN 15 1949
FOR FILING
27-1018
2911

7/1/[illegible]

Mrs Lewis

June 14, 1949

Mr. Virgil Wells
Route 2, Box 359
McMinnville, Oregon

Dear Mr. Wells:

We acknowledge with thanks your letter of June 11th advising that you have received all the money due you from Lindstrom Brothers on the Fort Hill Bridge, our Contract No. 2911.

This appears to be the claim filed in this office on January 17th in the amount of $1,069.75. We will advise the surety and the contractor that your letter has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CA
6-14-49

Mc Minnville. Ore.
6-11-'49

Mr. H. B. Glaisyer
Salem. Ore.

Dear Sir: —

This is to advise you that I have finally rec'd all the money from Lindstrom Brothers due me on the Fort Hill Bridge. You may now release their bond.

Respectfully.
Virgil Wells.
Rt 2. Box 359
Mc Minnville
Ore.

RECEIVED
JUN 14 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
6-14-49

REFERRED TO [illegible]
[illegible]
BY SECRETARY

acknowledge —
note on card
prepare usual [illegible]
HB

~~RECEIVED~~

FOR FILING

27-1018

2711

McMinnville Ready-Mix Concrete Company

McMINNVILLE, OREGON

March 4, 1949

Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

Lindstrom Brothers did send a check $723.45 but there is still a balance of $346.30. I wrote them a letter and am holding check till I hear from again.

I dont consider the matter closed till I get all my money as I had to pay for all the sand and rock that went through the bunkers. The agreement was for them to pay so much a yard for material hauled on job and poured in bridge.

Yours Truly

McMinnville Readt-Mix Concrete Co

By Virgil Wells

RECEIVED
MAR [illegible]
OREGON
STATE HIGHWAY COMMISSION

[illegible] TO
BY SECRETARY

NOTED ON CARD

March 2, 1949

McMinnville Ready-Mix Concrete Co.
McMinnville, Oregon

Attention: **Mr. Virgil Wells**

Dear Mr. Wells:

I have just received carbon copy of a letter from Lindstrom Brothers to you, dated February 25, 1949, concerning your claim against Lindstrom Brothers in connection with their contract with the State Highway Commission for construction of the Fort Hill Bridge, State Highway Contract No. 2911, and it is noted that Lindstrom Brothers has tendered you a check in the amount of $723.45, as payment in full for the services that you rendered them.

We assume that this satisfies your account, and will so indicate in our records, unless advised to the contrary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:ts

cc- Lindstrom Brothers
C. A. Tomasson

NOTED ON CARD
3-2-49

REFERRED TO Guerney BY SECRETARY

probably better record this on the card
EHS

LINDSTROM BROTHERS
7335 N. E. Broadway
Portland 14, Oregon

NOTED
H. B. GLAISYER

February 25, 1949

Mr. Virgil Wells
McMinnville Ready-Mix Concrete Co.
McMinnville, Oregon

Dear Sir:

We have received your indirect reply to our letter of August 31, 1948 in the form of a notice of the claim you have filed against us with that agency.

It was our understanding at the time of our verbal agreement with you covering this work, that payment for same would be made to you on the basis of the cubic yardage of concrete as determined upon the Oregon State Highway Commission Engineer's final estimate of pay quantities placed in the bridge. Because of the fact that the exact amount due you was not determinable upon the 31st of December 1947 since we had not completed the job, and of course, had no final state estimate of quantities and in consideration of the fact that you had incurred labor and material expense in the performance of this work for us which we did not wish to have you carry personally, we sent you the partial payment of $5000.00 at that time pending final settlement. When we received our final estimate from the state we wrote you a letter on August 31, 1948 a copy of which has been attached, transmitting a copy of the State Engineer's final estimate and proposing a settlement in the amount of $723.45 in conformance with our understanding of the terms of our agreement. It is to be noted that this letter asked for a reply to our proposal in order that we might effect a settlement that was mutually acceptable and could forward our check in full settlement of our account with you. Also we requested that the copy of the State Engineer's estimate be returned to us as it was an essential part of our records.

Since we neither received an acceptance of this settlement or an acceptable explanation for the large difference in quantities between your computation and that of the State Engineer's, the matter has remained unsettled until we received notice from the State Highway Commission of your claim action, which of course, informed us of your apparent reluctance to further negotiate directly with us. It is our opinion that our letter of August 31, 1948 display's the computation of an equitable settlement and accordingly, we enclose our check in the amount of $723.45.

Yours very truly,
LINDSTROM BROTHERS

By E. W. Lindstrom
E. W. Lindstrom

C.C. Oregon State Highway Commission ✓
C. A. Tomassene

COPY

Lindstrom Bros., Inc.
7335 N. E. Broadway
Portland 16, Oregon

August 31, 1948

McMinnville Ready-Mix Concrete Co.
McMinnville, Oregon

Gentlemen:

We have attached a copy of the final estimate received from the Oregon State Highway Commission which indicates the final quantity of Class "A" concrete allowed us by the resident engineer on our Fort Hill Bridge job.

Using this estimate as the basis for settlement of our account with you for the service you rendered by mixing concrete for the above mentioned job, we arrive at the following settlement:

Total cu. yds. allowed us by the state	516.41	
Allowance for concrete poured in handrail and loss not indicated by the attached State Highway Commission estimate	20.00	
Total cu. yds. of concrete used on job	536.41	
Total mixing cost to us (536.41 yds @ $10.60)		$ 5685.95
Add: 5 yds. of gravel dumped on road	$ 27.50	
Haul cement from bridge	10.00	37.50
		$ 5723.45
Less: Our remittance of 12/30/47		5000.00
Balance due you		$ 723.45

Please notify us of your acceptance of the final settlement above indicated in order that we might send you our check and thereby close this matter which has been pending so long.. It would also be greatly appreciated if you would return the attached estimate with your reply.

Yours very truly,

LINDSTROM BROS., INC.

By________________
C. E. Holland

CEH:h
Encl. 1

RECEIVED
FEB 7 1949
FOR FILING

27-1017

5711

ROLLIN M. CLARK
FIRST VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE. CHICAGO. ILLINOIS

January 25, 1949

Oregon State Highway Commission,
Salem, Oregon

Attention Mr. H. B. Glaisyer
Secretary

Gentlemen:

Re: Bond #910189, Lindstrom Bros.
to- Oregon State Highway Commission

We acknowledge receipt of your two letters dated January 17 and January 20. We are taking this matter up directly with our principal to determine what, if any, reasons he may have as to why these accounts should not be paid.

Meanwhile, you will understand that this letter and any other communications we may address to our principal or yourselves are solely in a spirit of cooperation and not to be construed as an admission of liability, the determination of which is reserved pending completion of our investigation.

Yours very truly,

T. W. Magnuson

T. W. Magnuson, Asst. Supt.
Surety Claim Dept.

TWM:EJ

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
~~JAN 21~~
FOR FILING

27-7018

2911

Mrs. Lewis

January 20, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of January 17 to which was attached three copies of a claim, your file No. 3136, filed by the McMinnville Ready-Mix Concrete Company against Lindstrom Bros. Construction Company in the amount of $1,069.75.

This, apparently, is under our Contract No. 2911 with Lindstrom Bros. for work on the Fort Hill Bridge on the Salmon River Highway in Polk County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-20-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 17, 1949

REFERRED TO
BY SECRETARY

2911

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3136, the notice of claim by Virgil Wells, dba McMinnville Ready-Mix Concrete Company for concrete and labor furnished in the sum of $1,069.75 against the bond taken from Lindstrom Bros. Construction Company, for the Fort Hill Bridge in Polk County, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt ot the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
1-20-49 gc

RECEIVED
JAN 31 [illegible]
FOR FILING

Mrs. Lewis

27-1018

2911

January 20, 1949

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

There is attached hereto a copy of a claim received in this office today from the Secretary of State. This claim was filed in that office by the McMinnville Ready-Mix Concrete Company against Lindstrom Bros. for mixed concrete and labor furnished under what appears to be our Contract No. 2911 for work on the Fort Hill Bridge Section of the Salmon River Highway in Polk County, Oregon. This claim is in the amount of $1,069.75.

The above information is furnished as your company appears as surety under the contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - C. A. Tomassone
614 Wilcox Building
Portland 4, Oregon

Lindstrom Bros.
7335 N.E. Broadway
Portland 16, Oregon

NOTED ON CARD

OPY

NOTICE

TO THE STATE OF OREGON,

EARL T. NEWBRY, Secretary of State

NOTICE IS HEREBY GIVEN That the undersigned Virgil Wells, sole owner dba McMinnville Ready-Mix Concrete Co., of McMinnville, Oregon, has, owns and hereby asserts a claim for furnishing gravel and sand, and mixing, hauling and pouring concrete for Fort Hill Bridge on Highway No. 18 in Polk County, Oregon, immediately Northeast of Valley Junction, and for extra gravel furnished to said bridge, and for hauling sacked cement for said bridge, in the sum of One Thousand Sixty Nine and 75/100 ($1069.75) Dollars against the bond taken from the Continental Casualty Company---for work of construction said Fort Hill Bridge by Lindstrom Bros. Construction Co., and that a statement of Claimant' account with said Lindstrom Bros. Construction Co., for furnishing said materials and performing said labor is as follows, to-wit:

Furnishing all materials except dry concrete, and mixing, hauling and pouring 552.38 yds. mixed concrete at $10.60 per yd. for bridge structure	$ 5,855.25
Furnishing all materials except dry concrete, and mixing, hauling and pouring 16.7 yds. mixed concrete for bridge railings	177.02
Furnishing, hauling and delivering 1 load of extra gravel	27.50
Hauling sacked dry cement	10.00
Total	$ 6,069.75
Paid	5,000.00
Balance Owing	$ 1,069.75

MCMINNVILLE READY-MIX CONCRETE CO.

BY VIRGIL WELLS
sole owner

ENDORSED:
File No. 3136
Filed January 17, 1949
Earl T. Newbry, Secretary of State

RECEIVED
JAN 18 1949
FOR FILING

27-1018

2911

January 17, 1949

Continental Casualty Co.
310 S. Michigan Avenue
Chicago 4, Illinois

REFERRED TO Geary - [illegible]
BY SECRETARY
notes on card

Gentlemen:

The State Highway Commission has today been notified of the claim of the McMinnville Ready-Mix Concrete Company, of McMinnville, Oregon, against Lindstrom Bros. for labor and materials furnished that contractor in connection with State Highway Contract No. 2911 for construction of the Ft. Hill Bridge on the Salmon River Highway, in Polk County, Oregon. This claim is in the amount of $1,069.75.

You are being notified of this claim since the Continental Casualty Company appears as surety on the bond furnished by Lindstrom Bros. in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Northwest Branch Office
C. A. [illegible]
Lindstrom Bros.
Floyd Query

NOTED ON CARD
1-17-49 gc

January 17, 1949

McMinnville Ready-Mix Concrete Co.
McMinnville
Oregon

Attention: Mr. Virgil Wells

Dear Mr. Wells:

This acknowledges your letter dated January 6, 1949, advising of your claim, in the amount of $1,069.75, against Lindstrom Bros. for labor and materials furnished in connection with State Highway Contract No. 2911 for construction of the Ft. Hill Bridge on the Salmon River Highway near Valley Junction. Incidentally, this letter was delivered to me in person by you today.

In your letter you demand of the State Highway Commission that your claim be paid prior to final settlement with Lindstrom Bros. for this work and before release of the bond furnished by Lindstrom Bros. in connection therewith.

I am sorry, but we cannot pay your claim as requested. It is contrary to the policy of the State Highway Commission to pay claims of creditors direct. The Commission knows nothing about claims that are filed against contractors and accordingly considers it to be unfair to the contractors to pay claims as you have requested.

As to relieving the bond of its obligation, all that I can tell you is that the bond can be held responsible and liable for claims arising out of a contract until a period of six months has expired from date of completion of the contract and acceptance of it by formal action of the State Highway Commission.

Our records indicate that this job was accepted by the Highway Commission on August 9, 1948, so you have six months from that time for filing your claim with the Secretary of State, pursuant to the provisions of the statutes. The bond then can be held responsible for a longer period.

McMinnville Ready-Mix Concrete Co.
Page 2
January 17, 1949

You handed me today with your letter a copy of the notice of claim that youuexpect to file with the Secretary of State, and I presume that you did file it. I am bringing it to the attention of the Continental Casualty Company, surety on the bond furnished by Lindstrom Bros. in connection with this job.

I have checked the records of the Highway Commission and find that the warrant in payment of the final estimate for work performed by Lindstrom Bros. under this contract was issued on August 23, 1948.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co

NOTED ON CARD

1-17-49

McMINNVILLE READY-MIX CONCRETE CO.
McMinnville, Oregon.
January 6, 1949.

Oregon State Highway Commission,
Bridge Department,
State Office Building,
Salem, Oregon.

Dear Sirs:

This is to advise that the undersigned has this day filed with Hon. Earl T. Newbry, Secretary of State of the State of Oregon, claim against Lindstrom Bros. Construction Co., and their bond and bondsman, in the amount of $1069.75 owing to the undersigned by said Lindstrom Bros. Construction Co., for labor and materials furnished for the construction of Fort Hill Bridge on Highway No. 13 in Polk County, immediately Northeast of Valley Junction, and that the undersigned demands that said claim be paid prior to final settlement with said Lindstrom Bros. Construction Co., and releasing their said bond and bondsman.

Very truly yours,

McMINNVILLE READY-MIX CONCRETE CO.

By Virgil Wells
Sole Owner.

RECEIVED
17
OREGON
STATE HIGHWAY COMMISSION

ERED
ISTER

1-17-49

N O T I C E.

TO THE STATE OF OREGON,

EARL T. NEWBRY, Secretary of State.

NOTICE IS HEREBY GIVEN That the undersigned Virgil Wells, sole owner dba McMinnville Ready-Mix Concrete Co., of McMinnville, Oregon, has, owns and hereby asserts a claim for furnishing gravel and sand, and mixing, hauling and pouring concrete for Fort Hill Bridge on Highway No. 18 in Polk County, Oregon, immediately Northeast of Valley Junction, and for extra gravel furnished to said bridge, and for hauling sacked cement for said bridge, in the sum of One Thousand Sixty Nine and 75/100 ($1069.75) Dollars against the bond taken from the Continental Casualty Company

for the work of constructing said Fort Hill Bridge by Lindstrom Bros. Construction Co., and that a statement of Claimant's account with said Lindstrom Bros. Construction Co., for furnishing said materials and performing said labor is as follows, to-wit:

Furnishing all materials except dry concrete, and mixing, hauling and pouring 552.38 yds. mixed concrete at $10.60 per yd. for bridge structure	$5,855.25
Furnishing all materials except dry concrete, and mixing, hauling and pouring 16.7 yds. mixed concrete for bridge railings	177.02
Furnishing, hauling and delivering 1 load of extra gravel	27.50
Hauling sacked dry cement	10.00
Total	$6069.75
Paid	$5000.00
Balance Owing	$1069.75

McMINNVILLE READY-MIX CONCRETE CO.

By Virgil Wells

Sole Owner

RECEIVED
JAN 17 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP - 1 1948
FOR FILING

37-1018

2911

August 31, 1948

Lindstrom Bros.
7335 N. E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 20 days, from June 30 to July 20,1948, within which to complete your contract No. 2911 covering the Fort Hill Bridge over the Salmon River on the Salmon River Highway, in Polk County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

W. A. Reeves

NOTED ON CARD

8-31-48 gl

RECEIVED
JUL 29 1948
FOR FILING

27-1018

2911

July 27, 1948

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

NOTED
H. B. GLAISYER

Gentlemen:

This to advise you that State Highway Contract No. 2911 covering thr Fort Hill Bridge, near Valley Junction, on the Salmon River Highway in Polk County, has been completed by the contractor, Lindstrom Brothers, and that final payment in the amount of $1,859.43 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $61,980.96, of which amount $762.43 represents force account items. This contract was completed July 20, 1948 but has not been accepted by the Highway Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held early in August.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Q

Secretary

gl

cc: C. A. Tomassone, Agent
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

7-27-48

15

RECEIVED
JUL 22 1948
FOR FILING

27-1018

2911

July 21, 1948

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Lindstrom Brothers, on contract No. 2911, covering the Fort Hill Bridge on the Salmon River Highway in Polk County. This payment, in the amount of $9,858.70, will be made on or after July 31, 1948. The retained percentage is $1,859.43.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Warner M. Bruce, Mgr.
1411 Fourth Avenue Bldg.
Seattle, Wash.

C. A. Tomassene
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

7-21-48 gl

RECEIVED
JUL 22 1948
FOR FILING

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27-1018

2911

July 13, 1948

Request for Extension of Time
No. 2
August 9 and 10 meeting.

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Fort Hill Bridge over Yamhill River
on Salmon River Highway in Polk County
Lindstrom Bros., Contractors
Contract No. 2911

Herewith a request for an extension of time to and including July 20 for the completion of the work on the Fort Hill Bridge on the Salmon River Highway in Polk County, Lindstrom Bros., Contractors, our Contract No. 2911.

The new bridge was completed last fall ahead of the contract time. The high water of the Yamhill River made it inadvisable to remove the old bridge at that time. The contractor is now removing the bridge and will have the work completed by July 20. No inconvenience to travel nor additional expense to the State has been caused by this delay, and we are recommending that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
Attached
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
DEC 8 1947
FOR FILING

27-1018

December 4, 1947

Lindstrom Brothers
7335 N.E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 25, 1947, had under discussion your request for an extension of time of 181 days, from December 31, 1947 to June 30, 1948, within which to complete your contract No. 2911 for the Fort Hill Bridge Section of the Salmon River Highway, in Polk County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason

NOTED ON CARD

12-4-47

RECEIVED
DEC 19 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

27-1018

2911

November 19, 1947

NOTED
State Highway Engineer

Oregon State Highway Commission

Gentlemen:

Herewith a request of Lindstrom Bros. for an extension of time from December 31, 1947 to June 30, 1948, on the Fort Hill Bridge Section, Salmon River Highway.

The Contractor has completed the construction of the new bridge and the section has been opened to traffic. Barricades have been placed across each end of the old structure.

Remaining work to be done consists of the removal of the old bridge. This work involves the placing of falsework in the river and this work is very difficult during the wintertime owing to high waters in the Yamhill River. Since the delay in the removal of the old structure will cause no inconvenience, danger or extra expense, I recommend that the Contractor be granted the extension of time to June 30, 1948 without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
JUN 11 1947
FOR FILING
27-1018

June 11,1947

Lindstrom Brothers
7335 N.E. Broadway
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2911, which was awarded to you on May 20, 1947 by the State Highway Commission, covering the Fort Hill Bridge on the Salmon River Highway in Polk County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JUL 11 1947
FOR FILING

57-1677

AGENDA
JUN 16 1947

May 20, 1947

Lindstrom Bros.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of a concrete bridge over the South Yamhill River on the Salmon River Highway near Valley Junction, Polk County. This award was based on your unqualified bid of $60,880 submitted on May 15, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

es
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Mr. G. S. Paxson
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
Building

Charge to the account of ______________________ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 20, 1947
9:15 a.m.

Lindstrom Bros.
7335 N. E. Broadway
Portland 16, Oregon

State Highway Commission awarded you today contract for construction of bridge over South Yamhill River on Salmon River Highway near Valley Junction, in Polk County, based on your bid submitted May 15, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

mo
Charge

1947
Astoria -
2912 Maint. - Ferries - Megler

F-98(5) Miner Cr.-Agate Beach Sec., 1947
Oregon Coast Hwy.
#2913

RECEIVED
DEC 7 1948
FOR FILING

798(5)

2913

December 7, 1948

United State Fiedlity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

This is to advise you that State Highway Contract No. 2913 for work on the Miner Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, Loyd Calkins, and that final payment in the amount of $4,569.14 will be made on or after December 17, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work, and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $152,390.14 of which amount $428.13 represents force account items. This contract was completed on June 28, 1948 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - United State Fidelity & Guaranty Co.
Baltimore 3, Md.

United States Fidelity & Guaranty Co.
Elwyn A. Wride, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
12-7-48

918-(5)
2913

RECEIVED
JAN 3 - 1948
FOR FILING

R. H. Baldock

December 5th, 1948

Miner Creek-Agate Beach
Contract No. 2913

FINAL COST ANALYSIS
Grade, Surface & Oil
Loyd Calkins, Contractor
S. F. Walters, Resident Engineer

Oregon Coast Highway
Prefix 21-1020

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Struct. Excav., Unclass.	598.31	Cu. Yd.	$1.76	$4.00	$1,052.45	$2,393.24
*ØGen'l. " "	30,341.3	" "	0.34	0.42	10,339.88	12,743.35
*ØShort Overhaul	16,246.5	Yd. Sta.	0.02	0.02	324.93	324.93
ØLong "	62.9	C-Yd. Sta.	0.50	0.50	31.45	31.45
*Rounding Cutbanks	1,215	Lin. Ft.	0.11	0.15	133.65	182.25
*ØFinishing R/B & Slopes	1.14	Mile	466.30	500.00	531.58	570.00
*30" Conc. Pipe Ext. Str.	150	Lin. Ft.	5.89	8.00	883.34	1,200.00
*8" Perf. Metal Drain Pipe	945	" "	1.52	1.50	1,438.25	1,417.50
ØRock Backfill in Drains	393	Cu. Yd.	2.74	3.50	1,076.82	1,375.50
ØQuarry Run Rock in Subbase	39,499	" "	0.81	0.98	31,819.91	38,709.02
Ø2"-0" Rock in Base	9,077	" "	1.93	2.35	17,518.61	21,330.95
Ø3/4"-0" Rock in Base and Shoulders	8,846	" "	1.93	2.35	17,072.78	20,788.10
ØSprinkling	1,366	M-Gal.	1.49	2.00	2,036.76	2,732.00
Ø3/4"-½" Cr. Rock in S.P.	340.5	Cu. Yd.	1.52	2.00	517.56	681.00
Ø½"-¼" " " " "	230.5	" "	1.52	2.00	350.36	461.00
Ø¼"-0" " " " "	500	" "	1.52	2.00	760.00	1,000.00
ØHauling Cr. Rock to S.P.	2,761.3	Yd. Mi.	0.16	0.20	442.60	552.26
#Preparation of Base	4.23	Mile	263.38	300.00	1,114.10	1,269.00
#Ø3/4"-0" Rock in Binder Course	576	Cu. Yd.	2.95	3.50	1,698.33	2,016.00
#ØMineral Aggregate	4,467	" "	2.95	4.00	13,170.75	17,868.00
#RC-3 in Seal Coat	64.13	Ton	33.07	33.50	2,120.78	2,148.36
#RC-3 in Binder	91.47	"	33.07	33.50	3,025.31	3,064.25
#121-150 Asphalt	274.81	"	35.60	36.00	9,782.44	9,893.16
ØS.P. Screen Rejects	1,218.1	Cu. Yd.	0.25	0.25	304.53	304.53

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
ØS.P. Scalping Screen Rejects	1,654	Cu. Yd.	$0.25	$0.25	$413.50	$413.50
ØPA #1, Load, Haul & Spread Filler	2,397	" "	0.76	0.75	1,815.00	1,797.75
ØPA #2, Quarry Run Rock	4,366	" "	0.88	0.98	3,820.51	4,278.68
ØPA #3, Gen'l. Excavation	4,300	" "	0.38	0.42	1,638.00	1,806.00
ØPA #4, Purchase of Excess 3/4"-0" in S.P.	260.9	" "	1.83	1.75	477.45	456.58
ØPA #4, Purchase of Excess 2"-0" in S.P.	87.8	" "	1.83	1.75	160.67	153.65
ØForce Account					335.66	428.13
Crushed Rock Furnished for Waldport Project:						
ØBase Rock at Bunker	2,576.5	Cu. Yd.	1.05	1.50	2,705.33	3,864.75
Mineral Aggregate at Bunker	776.5	" "	1.05	1.75	815.33	1,358.88
Mineral Aggregate From Stockpile	270	" "	1.83	1.75	494.10	472.50
					$130,222.72	$158,086.27

	Gross Revenue	Total Cost	Net Profit	% Profit
Loyd Calkins & Elmer Swaggart	$120,703.26	$99,975.61	$20,727.65	17.2% of Gross Revenue
Berke Bros.	12,182.99	8,564.09	3,618.90	29.7% " " "
J. C. Compton	25,200.02	21,683.02	3,517.00	14.0% " " "
	$158,086.27	$130,222.72	$27,863.55	17.6% of Gross Revenue

* Berk Bros. Grading Sub-Contractor
Ø Loyd Calkins & Elmer Swaggert Surfacing Contractors
J. C. Compton Oiling Sub- Contractor

Miner Creek-Agate Beach

Detail of Cost
Loyd Calkins and Elmer Swaggart

Labor:		
Supervision	$1,616.00	
Labor	29,944.15	
State Industrial Accident Insurance	1,420.20	
Unemployment Insurance	789.00	
Social Security	315.60	
		$34,084.95
Equipment Rental & Miscellaneous Expense:		
Equipment Rental, Owned	$26,925.00	
" " , Hired	9,055.82	
Hired Trucks, Not Including Drivers	11,770.17	
Gas, Oil & Grease	5,979.50	
Move In, Freight & Cartage	1,844.52	
Explosives	3,143.94	
Miscellaneous Supplies & Small Tools	1,988.63	
P.U.C.	295.62	
Bond & Insurance	1,525.99	
Home Office & General Overhead	3,361.47	
		65,890.66
Total Cost		$99,975.61

Miner Creek-Agate Beach

Detail of Cost

Berke Bros.

Labor:			
Supervision		$572.97	
Labor		2,502.08	
State Industrial Accident Insurance		81.11	
Unemployment Insurance		77.25	
Social Security		25.75	
			$3,259.16
Materials:			
8" Perf. Metal Pipe	945 Lin. Ft. at $1.05	$992.25	
8" Bands	45 " 1.60	72.00	
30" Concrete Pipe	150 Lin. Ft. " 4.10	615.00	
			1,679.25
Equipment Rental & Miscellaneous Expense:			
Equipment Rental		$1,782.00	
Gas, Oil & Grease		476.06	
Move In, Freight & Cartage		227.10	
Miscellaneous Supplies & Small Tools		209.10	
Explosives		111.53	
Bond & Insurance		204.97	
Office & General Overhead		614.92	
			3,625.68
Total Cost			$8,564.09

Miner Creek-Agate Beach

Detail of Cost
J. C. Compton, Oiling Subcontractor

Labor:			
Supervision		$300.00	
Labor		5,646.73	
State Industrial Accident Insurance		227.46	
Unemployment Insurance		101.09	
Social Security		59.47	
			$6,334.75
Materials:			
RC-3 Road Oil	155.6 Tons at $15.50	$2,411.80	
151-200 Asphalt	274.81 " " 18.00	4,946.58	
Freight on Asphalt		1,954.14	
			9,312.52
Equipment Rental & Miscellaneous Expense:			
Equipment Rental		$3,352.00	
Gas, Oil & Grease		1,085.60	
Miscellaneous Supplies & Small Tools		498.09	
Bond & Insurance		204.06	
Field Office Expense		140.00	
Home Office & General Overhead		756.00	
			6,035.75
Total Cost			$21,683.02

Miner Creek-Agate Beach

Remarks:

This contract, which required the surfacing and oiling of a 4.14-mile section of the Oregon Coast Highway, was bid on May 15th, 1947. The project was awarded and work started on June 9th, 1947, and completed on June 30th, 1948.

The grading work consisted of a connection to the existing highway at the north end of the project and the removal of slides, the repairing of the roadbed and the placing of a fill at the bridge ends on a section which had been graded in 1941. Berke Bros. cleared and graded the connection and the contractor completed the remainder of the work. Berke Bros. used a D-8 cat and scraper and Tournapulls for their operation, and Calkins used a 3/4-yard shovel, cat and dozer and power grader for his work.

The quarry run base rock was secured from the specified Iron Mountain quarry. A 115-foot coyote hole loaded with 12,000 lbs. of powder loosened most of the rock for both the quarry run and the crusher. Some additional shooting with down holes and lifters was done later. Total cost of drilling and shooting was only $0.10 per cu. yd. Some of the rock broke too large for the base rock lift and required breaking on the road with hammer. The contractor finally elected to crush 1,000 yards to help the street work. The material was loaded in the quarry with a 3/4-yard shovel and hauled an average of 1.6 miles with 4-yard to 6-yard hired trucks. A cat and dozer spread the rock on the road. An average of 90 cu. yds. was placed per hour.

The crushed rock was produced by Elmer Swaggart with a medium-sized plant, at an average of 48 cu. yds. per hour. Most of the crushed rock was stockpiled and reloaded and placed later. The rock was secured from the drilling and shooting done for the quarry run base. The 3/4-yard shovel also loaded rock for the plant.

The oiling work was performed by J. C. Compton. The oil was hauled from Portland both in the contractor's own transports and by hired haulers. A 6,000-gal. insulated storage tank was spotted in the middle of the job in order to provide a continuous supply to the distributor. As the surfacing contractor had not thoroughly completed his work, the oiling contractor had a rather high cost for the preparation of the base.

The contract shows a fair profit due to fair bid prices and to good supervision by the various contractors.

C. A. Clymer
Cost Analyst

By . . . V. L. Jones

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OCT 2[illegible]
FOR FILING
798 (5)
2913

October 22, 1948

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Loyd Calkins, on contract No. 2913, covering regrading and surfacing on the Miner Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County. This payment, in the amount of $9,674.33, will be made on or after November 2, 1948. The retained percentage is $4,571.78.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

United States Fidelity & Guaranty Co.
Elwyn A.Bride, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
10-22-48

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SEP 15 1948
FOR FILING

F-98 (5)

2913

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1948

SUBJECT:

To:

E. A. Collier
Maintenance Engineer

Reference is made to the Miner Creek-Agate Beach Section of the Oregon Coast Highway 21-1219-163 in the amount of $19,000.00 approved allocation.

The topsoiling and ground preparation for seeding and planting of the cut slopes, hills, and other areas has been completed.

In order to finish this project, it now becomes necessary to make arrangements for a crew and foreman to seed and plant these areas, before the Fall rains begin.

In order to protect our investment, it is urgent that the seeding be completed within the next two weeks.

Sincerely yours,

S. H. Boardman
State Parks Superintendent

EAM:SHB:mb
cc: R. H. Baldock

Highway Engineer

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JUL 20 1948
FOR FILING

4 98 (5)

2913

July 19, 1948

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Loyd Calkins a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2913 for regrading and surfacing on the Miner Creek-Agate Beach Section of the Oregon Coast Highway in Lincoln County. This payment, which is in the amount of $41,059.85, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,272.58. The present payment to the contractor will be made on or after the 29th of July, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: W. Talbot Sinclair, Manager
U.S. Fidelity and Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Elwyn A. Wride, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
7-11-48 ji

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1948, 19

Section Miner Creek-Agate Beach

Kind of work Regrade & Bit Mac. Surf.

Highway Oregon Coast

Section prefix 21-1020

Contractor Loyd Calkins

Contract number 2913

Date of Contract June 9, 1947, 19

Date of completion June 30, 1948, 19

Date work started, 19

Estimated date of completion, 19

Amount of contract $152,208.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $155,000

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $10,400, %

Date project was completed June 30, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished shoulders, cleaned out ditches, and cleaned up sites of operations Wed, June 30, and moved out. Mr. Eason over job Tuesday.

Survey party completed sections on Newport City cooperative job and started brushing out and staking line on Agate Beach-Newport section and started Crosssections Friday. Conley called me Thursday night and said that the Secretary wired him that the contract was awarded and that he would move right in. Will probably work survey party on exchange time Sat. to be assured that there are stakes for him to work from as soon as he gets in.

In talking to him when he was looking over the job to bid, I understood that he will try to ge the grading done and the rock on this fall. In order to do that he will have to work fast.

RECEIVED
JUL - 6 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. B TH

Signed S Walters

Address Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4114	4.14		4.14	
Miles partially completed	4.14	4.14		4.14	
Miles completed	4.14	4.14		4.14	
Total estimated quantities	32,600	61,700	1,300	5,100	
Estimated quantities moved or placed to date	28,000	61,845	1,300	5,049	
Average daily quantities	122	269		721	
Average daily quantities necessary to complete project on time		Complete			
Number shifts per day		1			
Hours per shift		9			
Average force on project for week		4			

Percentages of men employed on contract to be secured from:

.......County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1 Power graders 1, Rollers 1, Mixers......, Crushing or screening plants......

Compressors......, Bulldozers......, Sheep-foot rollers......, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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F 98 (5)

/13

July 2, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 30, 1948 on Contract Number 2913, Miner Creek-Agate Beach Section in connection with Federal Aid Project Number F-98 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: C. W. Armstrong
KHC:nd

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FOR FILING

F 98(5)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
~~XXXXXXXXX~~
PORTLAND 8, OREGON

November 5, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files and executed copy of an agreement for Oregon F-98(5), Miner Creek-Agate Beach Section of the Oregon Coast Highway in Lincoln County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 7 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

rm PR 2 (Revised 1946)

State OREGON WA8pr 7345

Project No. F-[illegible](5)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of October, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of January, 1947, a project statement, which was approved on the 14th day of March, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of April, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of seventy-eight thousand and 00/100 dollars ($78,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 10—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 580, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 670+00 in the SE 1/4, Section 32, T. 9 S., R. 11 W., W.M., and survey station 898+50 in the NW 1/4, Section 29, T. 10 S., R. 11 W., W.M., except Stations 719+40 to 721+51.

, length 4.141 miles, in Lincoln County, being Oregon Federal Aid project No. F-94(5), consisting of 4.141 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of seventy-eight thousand and 00/100 dollars ($78,000.00), which does not exceed the authorized Federal pro rata share of one hundred thirty-eight thousand, sixty-two and 10/100 dollars ($138,062.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 559, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

APPROVED
Assistant State Highway Engineer

Attest
H B Glaisyer
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11879-2

REC
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OCT 27 1947
FOR FILING

F-98 (5)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Miner Creek-Agate Beach Section, Project No. F-98 (5).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:EM

Oregon State Highway Department Federal Aid Project No. F-98 (5)

OTTER CREEK-AGATE BEACH SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 27, 1947

Roadway (Sta. 678 to 898+50)

43,000	cu. yds.	Quarry-run Rock in Subbase	$ .98	$ 42,140.00
8,800	cu. yds.	2" - 0" Rock in Base	2.35	20,680.00
9,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.35	22,090.00
1,390	M-gals.	Sprinkling	2.00	2,780.00
4.14	miles	Preparation of Base	300.00	1,242.00
610	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,135.00
4,450	cu. yds.	Furnishing and Placing Aggregates	4.00	17,800.00
68	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.50	2,278.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.50	3,350.00
306	tons	Furnishing and Placing 121-150 Asphalt	36.00	11,016.00
			Subtotal	$125,511.00
			10% Engr. & Cont.	12,551.10
			Total	$138,062.10

Length of Project 4.141 miles
Cost per mile $33,340.28

Federal Aid Funds- -	$ 78,000.00
State Funds- -	60,062.10
	$138,062.10

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

May 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Miner Creek-Agate Beach Section, Project No. F-98 (5).

Six bid proposals and six blue line copies of plan sheets numbers one and two are being sent under separate cover.

The papers have been revised by elimination of the bid item "Hauling Quarry Run Rock," the hauling cost to be included in the contractor's bid price for "Quarry Run Rock in Subbase."

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:[illegible]

Encl.

March 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six blue line prints of the Miner Creek-Spencer Creek Section, Project No. F-98 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

JMN:lh

March 26, 1947

Mr. T.M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement and eight copies of form PR-9 to accompany plans and specifications for the Miner Creek-Spencer Creek Section, Project No. F-98 (5).

One set of blue print plans and six bid proposals are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:EM

Encl.

Oregon State Highway Department Federal Aid Project No. F-98 (5)

MINER CREEK-SPENCER CREEK SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 26, 1947

Roadway (Sta. 678 to 898+50)

43,000	cu. yds.	Quarry-run Rock in Subbase	$ 0.85	$ 36,550.00
163,000	yd. mi.	Hauling Quarry-run Rock	0.15	24,450.00
8,800	cu. yds.	2" - 0" Rock in Base	2.35	20,680.00
9,400	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.35	22,090.00
1,390	M-gals.	Sprinkling	2.50	3,475.00
4.14	miles	Preparation of Base	150.00	621.00
610	cu. yds.	3/4" Rock in Binder Course	3.50	2,135.00
4,450	cu. yds.	Furnishing and Placing Aggregates	3.50	15,575.00
68	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	2,380.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	3,500.00
306	tons	Furnishing and Placing 121-150 Asphalt	35.00	10,710.00
126	tons	Furnishing and Placing RT-4 Tar in Binder Course	30.00	(Alternate)
380	tons	Furnishing and Placing RT-9 Tar	30.0	(Alternate)
			Subtotal	$142,166.00
			10% Engr. & Cont.	14,216.60
			Total	$156,382.60

Length of Project	4.141 miles
Cost per mile	$37,764.45

Federal Aid Funds -	$ 78,000.00
State Funds -	78,382.60
	$156,382.60

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION—PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 26, 1947
(Date)

The following major program change of the individual project is requested:

Oregon (State) F. Y. 1946 Federal Aid Highway Program (Previous Program) January 23, 1947 (Date of Approval)

COUNTY Lincoln FA or FAS Route No. FA 2

	Item No.	Project No.	Termini	Class of Work	Project Cost Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	23	F-98(5)	Otter Rock to 0.4 mi. N. of Agate Beach	Survey-Plans					2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	135,000	78,000	57,000		
				Total	135,000	78,000	57,000	4.250	
Requested Revision	23	F-98(5)	(Same)	Survey-Plans					(Same)
				Right-of-Way					
				Construction	156,382	78,000	78,382		
				Total	156,382	78,000	78,382	4.141	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Correction of length

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Requested by ______ State Highway Engineer 3/25/47 (date)

Approved: ______ Acting Commissioner ______ (Date)

MINER CREEK-SPENCER CREEK SECTION

PROJECT NO. F-98 (5)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 26, 1947

RECEIVED
AUG 18 1947
FOR FILING

F-98 (5)

August 8, 1947

Mr. Ben R. Chandler
State Highway Commissioner
101 North Broadway
Coos Bay, Oregon

Dear Mr. Chandler:

Pursuant to your telephone request of a couple of days ago I have the following information to report to you on the Miner Creek-Agate Beach Section of the Oregon Coast Highway:

The contract for the construction of this project was awarded to Loyd Calkins, Oceanlake, at a cost of $152,208.50, based on his bid received on May 15, 1947. The work involved consists principally of 4.3 miles of surfacing and bituminous macadam, but there is also a certain amount of grading work which will cost about $23,000. The project is scheduled for completion by June 30, 1948. The records show that the work accomplished to date (July 15) amounts to $1,000.

Construction of this project is being delayed somewhat by failure of Berke Bros. to complete the grading of the adjoining section, between Spencer Creek and Agate Beach, which work we anticipated would be completed by May 31 of this year; however, because of ground water troubles, it will probably be delayed until September or October. Such being the case, the probabilities are that Mr. Calkins will not be able to finish his job until August or September 1948.

You have requested information concerning the Agate Beach-Newport Section. This particular section is not yet under contract; however, the present plans are to call for bids for its construction either in October or November of this year. The work will consist of 2.7 miles of grading, surfacing, and bituminous macadam which is estimated to cost about $330,000. The completion date for this job has not been set, but it very likely will be specified as August 1949 because the working seasons are short and the Engineer figures that it will take two working seasons to complete it.

As a matter of further information, I am informed that a portion of this section about one-half mile in length is to be deleted from the original proposed project in order to hold the total cost within the figure of $330,000 which has been budgeted for this project.

I hope that this is the information you wanted.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

RECEIVED
JUL 15 1947
FOR FILING

F-98(5)

July 14, 1947

Mr. Loyd Calkins
Oceanlake
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2913, which was awarded to you on June 9, 1947 by the State Highway Commission, covering Miner Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 1 1947
FOR FILING

F-98(5)

June 16, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 9, 1947 on Contract No. 2913, Miner Creek-Agate Beach Section, in connection with Federal Aid Project No. F-98 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:GS

RECEIVED
JUL 11 1947
FOR FILING

F-98(5)

AGENDA
JUN 16 1947

June 9, 1947

Mr. Loyd Calkins
Oceanlake
Oregon

Dear Mr. Calkins:

Confirming my telegraph to you of this date, the State Highway Commission has today awarded to you the contract for grading and bituminous macadam surfacing on the Miner Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County. This award was based on your low bid of $152,208.50, using asphalt, submitted on May 15, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

per confirmed

J+C

DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION
JOSEPH L. EGAN
PRESIDENT

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 9, 1947
4:30 p.m.

Loyd Calkins
Oceanlake, Oregon

State Highway Commission awarded you today contract for Miner Creek-Agate Beach Section of the Oregon Coast Highway, in Lincoln County, based on your low bid submitted May 15, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(33)

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA130 GOVT PD=PORTLAND ORG 9 1228P

1947 JUN 9 PM 12 37

R H BLADOCK=
STATE HIGHWAY ENGINEER

CEIVED
JUN 10 1947
FILING

REYOURLET SIXTH WE HEREBY CONCUR IN AWARD CONTRACT TODAY OREGON F-98(5) MINER CREEK AGATE BEACH PROJECT TO LOW BIDDER LOYD CALKINS=

T H DAVIS.

F-98(5)

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

June 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

It is our desire to award, on Monday June 9, the contract for the Miner Creek-Agate Beach Project, F-98 (5), to Loyd Calkin of Ocean Lake, Oregon.

If this award meets with your approval, please advise by telegram.

Rights of entry to all required rights of way are acquired.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:BM

2-8302 Alsea Rock Prod., Alsea- 1947
Deadwood Hwy.
#2914

RECEIVED
SEP - 1 1948
FOR FILING

2-8302

2914

August 31, 1948

Mr. L. R. Kauffman
Logsden
Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 54 days, from April 10 to June 4, 1948, within which to complete your contract No. 2914 covering the Alsea Rock Production Project on the Alsea-Deadwood Secondary and Alsea Highways in Benton and Lincoln Counties.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
Division Engineer

H. G. Smith

NOTED ON CARD

8-31-45

RECEIVED
AUG 31 1948
FOR FILING

2-8302
2914

August 30, 1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2914, covering the Alsea Rock Production Project on Alsea and Alsea-Deadwood Secondary Highways in Benton and Lincoln Counties, has been completed by the contractor, L. R. Kauffman, and that final payment in the amount of $1,398.50 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $46,616.53, and that no force account work was performed therein. This contract was completed on June 3, 1948 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 4 - 1948
FOR FILING

2-8302

2914

August 3, 1948

Oregon State Highway Commission

Request for extension of time
No. 8
August 9 and 10 meeting

Gentlemen:

Herewith a copy of a request from L. R. Kauffman for an extension of time on Contract No. 2914, Alsea Rock Production Project, from April 10, 1948 to June 4, 1948.

The contractor was hampered by breakdowns of equipment and inability to make repairs, but no delay was caused to state repair crews, and no inconvenience to the public.

I, therefore, recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams
H. G. Smith

17

RECEIVED
JUL 19 1948
FOR FILING

2-8302

2914

July 13, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to L. R. Kauffman on contract No. 2914, covering rock production on the Alsea Section of the Alsea-Deadwood Secondary and Alsea Highways, in Benton and Lincoln Counties. This payment, in the amount of $7,430.63, will be made on or after July 23, 1948. The retained percentage is $1,398.50.

There was an inquiry made by Thomas J. White, Attorney, concerning a claim of a client of his, no amount was specified nor any details at all given in his letter. You were notified of this on June 30, 1948.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED
H. B. GLAISYER

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

7-13-48

RECEIVED
JUL 14 1948
FOR FILING

2-8302

[illegible]

June 30, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Thomas J. White, Attorney-at-Law, 907 Journal Building, Portland 5, Oregon, stating that a client of his has a claim against Mr. L. R. Kauffman.

Mr. White's letter does not disclose the name of the client, the amount of the claim, or the location of the contract. We presume that the claim refers to contract No. 2914 for work performed by Mr. Kauffman on the Alsea Section of the Alsea-Deadwood and Alsea Highways in Benton and Lincoln Counties.

This information is sent to you as your company appears as surety for the contract mentioned above.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Rodgers Insurance Agency
Title and Trust Building
Portland 4, Oregon

Mr. L. R. Kauffman
Box 56
Alsea, Oregon

NOTED ON CARD
6-30-48 gl

IT

June 30, 1948

Thomas J. White, Attorney-at-Law
907 Journal Building
Portland 5, Oregon

Attention: Norman E. Sutherland

Gentlemen:

We have today received your letter of June 25 in which you state that one of your clients has a claim against Mr. L. R. Kauffman of Alsea for services rendered. We presume that the work that you refer to is our contract No. 2914 for rock production on the Alsea-Deadwood and Alsea Highways in Benton and Lincoln Counties.

We have checked the progress on this job and find that it was completed on June 3, 1948, and that the contractor has coming to him approximately $8,800. Final payment on this job will probably not be made for a month or two. Glens Falls Indemnity Company is the surety on this job and their agent is the Rodgers Insurance Agency, Title and Trust Building, Portland 4.

If you are unable to settle the claim otherwise we would suggest that you file the claim with the Secretary of State, which filing extends the valid period of the claim beyond the ordinary six months after completion and acceptance of the job by the Commission. We are enclosing for your convenience an excerpt from the Oregon law outlining the procedure for filing.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

6-30-48 g

THOMAS J. WHITE
ATTORNEY-AT-LAW
907 Journal Building
Portland, Oregon ⑤
ATwater 4189

Samuel H. Bear
Norman E. Sutherland

June 25, 1948

#2792 A
#2914

State Highway Department of Oregon
Salem, Oregon

Gentlemen:

One of our clients has a claim against a Mr. L.R. Kauffman of Alsea, Ore. for services rendered. We understand that Mr. Kauffman is doing some work for the State Highway Dept. along the coast.

We are desirous of knowing whether or not Mr. Kauffman has any money due him from the Highway Dept. in order that we may proceed against such money, if any, and satisfy the debt owed to our client.

If this information is available, we would appreciate you so advising this office.

Very truly yours,

Thomas J. White

By Norman E. Sutherland

NES:s

REFERRED TO [illegible]
BY SECRETARY

NOTED ON CARD
6-30-45, JL

RECEIVED
JUN 28 1948
OREGON
STATE HIGHWAY COMMISSION

Completed 6-3-48   6-3 est $5454.89
retained 3374.25

Form E-1—5M—8-47

2-8302

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 5, 1948

Section Alsea

Kind of work Rock Production

Highway Alsea & Alsea Deadwood

Section prefix 2-8302

Contractor L.R. Kauffman

Contract number 2914

Date of Contract June 17, 1947

Date of completion November 30, 1947

Date work started September 22, 1947

Estimated date of completion June 3, 1948

Amount of contract $ 44,990

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 47,050

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2,650, 5.9 %

Date project was completed June 3, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed all crushing operations on Thursday afternoon. The field party completed measurements of all stockpiles on Friday.

Mr. Kauffman will maintain his present crusher set up for a few days while he crushes some rock for private sale. Rock which is now being crushed is coming from the Recken property and not from the State Quarry.

NOTED E. A. PEASE

RECEIVED JUN 7 - 1948 OFFICE OF CONSTRUCTION ENGINEER

NOTED H. W. LIBBY

NOTED H. G. SMITH

NOTED E. M. BOOTH

Signed Harold W. Rohrbough Res. Engr.

Address Box 100, Rt. 1, Albany, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities		2,510	10,000		
Estimated quantities moved or placed to date		"	"		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

........County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ......, Rollers ......, Mixers ......, Crushing or screening plants 1

Compressors 1, Bulldozers 1, Sheep-foot rollers ......, Dump Trucks 3 Dumpter 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		No Work
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		Completed Work this P.M.
Friday	Cloudy		
Saturday	"		

ECEIVED
MAR 31 1948
FOR FILING

2-8202

March 30, 1948

Mr. L. R. Kauffman
Box 56
Alsea
Oregon

Dear Sir:

The State Highway Commission, at its meeting on March 12, 1948, had under discussion your request for an extension of time of 70 days, from January 31 to April 10, 1948, within which to complete your contract No. 2914 for the Alsea Rock Production Project on the Alsea and Alsea-Deadwood Secondary Highways, in Benton and Lincoln Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Mason,
Division Engineer

H. G. Smith

NOTED ON CARD

3-30-48 gl

RECEIVED
FEB 10 1948
FOR FILING

2-4302

February 6, 1948

Request for Extension of Time
No. 3
March 22 and 23 meeting.

Oregon State Highway Commission

Gentlemen:

Attached hereto is a request of L. H. Kauffman for an extension of time from January 31, 1948 to April 10, 1948, on his contract No. 2714, Alsea Rock Production project on the Alsea and Alsea-Deadwood Highways.

Mr. Kauffman has had serious mechanical trouble with his rock crushing equipment. He has, we believe, endeavored to get the equipment repaired as speedily as possible and has even taken it to Portland for repairs. If it were not for the equipment trouble, his contract would have been completed on time.

The crushed materials will not be required until next summer's oiling and paving season so the State Highway Department has not been inconvenienced.

I recommend the extension of time be granted, as requested, without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Encl.

WCW/ds
cc - W. C. Williams
H. G. Smith

RECEIVED
JAN 22 1948
FOR FILING

2-8302

January 21, 1948

Mr. L. R. Kauffman
Box 56
[redacted]
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 60 days, from November 30, 1947 to January 31, 1948, within which to complete your contract No. 2914 for the Alsea Section of the Alsea-Deadwood Secondary and Alsea Highways, in Benton and Lincoln Counties.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considerered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

NOTED ON CARD
1-21-48, JC

RECEIVED
DEC 17 1947
FOR FILING
2-8302

December 15, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith copy of a request of L. R. Kauffman for an extension of time from November 30, 1947 to January 31, 1948 on Contract No. 2914, Alsea Rock Production Project.

The contractor was producing rock for Lincoln County and, because of the fact that they increased their order approximately 6,000 yards, he was unable to start on this project as soon as he had anticipated. Since the materials to be produced are for use on next season's patching and oiling work, the State will not be inconvenienced by the delay, provided the contract is completed by January 31, 1948.

I, therefore, recommend the granting of the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW

cc - W. C. Williams
H. G. Smith

RECEIVED
JUL 17 1947
FOR FILING

2-8302

July 16, 1947

Mr. L. R. Kauffman
Box 56
Wecoma
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2914 which was awarded to you on June 17, 1947 by the State Highway Commission, covering the Alsea Section of the Alsea-Deadwood Secondary Highway, in Benton and Lincoln Counties. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 18 1947
FOR FILING

2-8302

June 18, 1947

Mr. L. R. Kauffman
Box 56
Wecoma, Oregon

Dear Mr. Kauffman:

The State Highway Commission on June 17 awarded you the contract for the Alsea Rock Production Project on the Alsea and Alsea-Deadwood Highways, in Benton and Lincoln Counties. This award was based on your low bid of $44,990 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. S. H. Probert

20-1049 Springfield Jct.-Turnaround 1947
Sec., McKenzie Hwy.
#2915

RECEIVED
NOV 19 1947
FOR FILING

20-1047

November 18, 1947

United Pacific Insurance Co.
Raymond G. Crakes, Agent
First National Bank Bldg.
Eugene, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2915 for work on the Springfield Junction Turnaround Section of the McKenzie Highway, in Lane County, has been completed by the contractor, Werner & Jeske, and that final payment in the amount of $500.00 will be made on or after November 29,1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $8,359.25 and that no force account work was performed therein. This contract was completed on August 23 and accepted by the Commission on October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
NOV 17 1947
FOR FILING
20-1049

November 14, 1947

Werner & Jeske
492 Park Ave.
Eugene
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 10 days, from August 15 to August 25, 1947, within which to complete your contract No. 2915 for the Springfield Junction Turnaround Section of the McKenzie Highway, in Lane County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily accept either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle

NOTED ON CARD
11-14-47 gl

RECEIVED
SEP 8 1947
FOR FILING

20-1049

#2915

September 8, 1947

United Pacific Insurance Co.
Raymond G. Crakes, Agent
First National Bank Bldg.
Eugene, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Werner & Jeske, on contract No. 2915, covering the Springfield Junction Turnaround Section of the McKenzie Highway, in Lane County. This payment, in the amount of $1,811.52, will be made on or after September 18, 1947. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

9-8-47 gl

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.098				0.098
Miles partially completed					
Miles completed	0.098				0.098
Total estimated quantities	2,820 C.Y.				200 T.
Estimated quantities moved or placed to date	" "				" "
Average daily quantities					37 T.
Average daily quantities necessary to complete project on time				Time exp. Aug. 15th	
Number shifts per day					1
Hours per shift					8
Average force on project for week					7

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4					1	5
Men and teams							
Men and trucks under 3 tons	2						2
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 2, Mixers 1, Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Showers		
Saturday	Cloudy		

STATE PRINTING DEPT.

1w

Form E-1—5M—7-46

20-1049

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 23, 1947, 19

Section Springfield Junction Turnaround

Kind of work Grading and Paving

Highway McKenzie

Section prefix 20-1049

Contractor Werner & Jeske

Contract number 2915

Date of contract June 17, 1947

Date of completion August 15, 1947

Date work started June 30, 1947

Estimated date of completion " 23, 1947

Amount of contract $ 8,931.00

Per cent of time elapsed 112 %

Estimated cost of completed project, exclusive of engineering $ 8,500.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1,100.00, 12 %

Date project was completed August 23, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Mon. thru Wed. - Contractor paved with asphaltic concrete.

Thurs. - Placed seal coat in A.M., which completed the paving work.

Fri. and Sat. - Added shoulder materials to match the top of pavement.

Project was completed at 2:00 P.M., August 23, 1947.

ENGINEERING

One inspector on project all week.

Transit party staking for the placing of permanent R/W Markers on the Pleasant Hill-Lost Creek Section, Willamette Highway.

AUG 2[illegible] 1947

H. W. LIBBY

NOTED
E.A. PEASE

Signed E. E. [illegible]

Address Box 507, Eugene

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
JUL 15 1947
FOR FILING

20-1049

July 14, 1947

Werner & Jeske
492 Park Avenue
Eugene
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2915, which was awarded to you on June 17, 1947 by the State Highway Commission, covering the Springfield Junction-Turnaround Section of the McKenzie Highway, in Lane County.

An executed copy of the contract is being sent to the surety on your bond also.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 18 1947
FOR FILING

30-1049

June 18, 1947

Werner & Jeske
492 Park Avenue
Eugene, Oregon

Gentlemen:

The State Highway Commission on June 17 awarded you the contract for grading and paving on the Springfield Junction-Turnaround Section of the McKenzie Highway, in Lane County. This award was based on your low bid of $8,981 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Mr. S. H. Probert

22-1121 Foster Sec., Santiam Hwy. 1947

#2916

RECEIVED
NOV 20 1947
FOR FILING

72-1121

November 19, 1947

The Home Indemnity Co.
59 Maiden Lane
New York 8, N. Y.

Gentlemen:

You are hereby notified that State Highway Contract No. 2916 for work on the Foster Section of the Santiam Highway, in Linn County, has been completed by the contractor, Frank M. Parsons, and that final payment in the amount of $886.15 will be made on or after November 29, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $29,581.86 and that no force account work was performed therein. This contract was completed on September 30, 1947 and accepted by the Commission on October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bruce Beardsley, Agent
Lumbermens Bldg.
Portland 4, Oregon

NOTED ON CARD

11-19-47 gl

RECEIVED
OCT 29 1947
FOR FILING

22-1121

October 29, 1947

The Home Indemnity Company
Bruce Beardsley, Agent
Lumbermens Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Mr. Frank M. Parsons on contract No. 2916, covering bituminous macadam widening on the Foster Section of the Santiam Highway, in Linn County. This payment, in the amount of $12,070.01, will be made on or after November 8, 1947. The retained percentage is $887.50.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-29-47 gl

Form E-1—5M—12-45

22-1121

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 27, 1947, 19

Section Foster

Kind of work Bit. Macadam Widening

Highway Santiam

Section prefix 22-1121

Contractor Frank M. Parsons

Contract number 2926

Date of contract June 20, 1947, 19

Date of completion September 30, 1947, 19

Date work started June 27, 1947, 19

Estimated date of completion September 27, 1947 19

Amount of contract . . . . $ 27,925.00

Per cent of time elapsed 96 %

Estimated cost of completed project, exclusive of engineering . . . . $ 29,560.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 2200, 7.8 %

Date project was completed September 27, 1947, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished final seal late Tuesday, using 120-150 asphalt. One half car (11.86 Ton) hauled to Sweet Home maintenence headquarters Wednesday and barraled. Spread some additional oil rock over the length of the job Thursday. Completed shoulders and cleanup Saturday. Contract completed.

NOTED
H. C. SMITH

NOTED
E. A. PEASE

RECEIVED
OCT - 6 1947
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Signed

Address Rte. 1 Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.62	0.62		0.62	
Miles partially completed					
Miles completed	0.62	0.62		0.62	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Cloudy		
Friday	Cloudy		
Saturday	Cloudy		

STATE PRINTING DEPT.

RECEIVED
JUL 15 1947
FOR FILING

22-1121

July 14, 1947

Mr. Frank M. Parsons
113 Northwest First Avenue
Forest Grove
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2916, which was awarded to you on June 20, 1947 by the State Highway Commission, covering the Foster Section of the Santiam Highway, in Linn County. This copy is for your records and files.

An unexecuted copy of the above contract was retained by the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 8 1947
FOR FILING
22-1121

22-916

AGENDA
JUL 21 1947

4.f

June 20, 1947

Mr. Frank H. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

Dear Mr. Parsons:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for bituminous macadam widening on the Foster Section of the Santiam Highway, in Linn County. This award was based on your low bid of $27,923, using asphalt, submitted on June 17, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

Sec unsigned

S+C

the account of ______________ $ File

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	☑	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 20, 1947
8:40 a.m.

Frank M. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

State Highway Commission awarded you today contract for Foster Section of Santiam Highway, in Linn County, based on your low bid submitted June 17, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Charge

FAS 81 Lower Klamath Hwy., Klamath Co. 1946

2017

RECEIVED
NOV 18 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

891-11

September 30, 1948

IN REPLY PLEASE REFER TO FILE
Request for extension of time
No. 3
November 3 and 4 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Mr. F. L. Somers for an extension of time on Contract No. 2917, Lower Klamath Lake Section of the Lower Klamath Lake Secondary Highway. He has requested an extension from June 30, 1948 to July 10, 1948. However, this project was completed on July 6, and that date should be the limit of the extension.

All work on the project has been completed prior to June 30, with the exception of the placing of a few sight posts which were not received in time to be installed by June 30. An additional six days was required for the installation of the posts, and there was no inconvenience to the traveling public.

I recommend that this extension be granted to July 6 without penalty, and this recommendation is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
JUL 18 1946
FOR FILING

MONTANA
OREGON
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

FAS 81

JUL 16 1946

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

The project statement for Oregon Federal Aid Secondary Project No. FAS 81 involving the improvement of 7.55 miles of the Lower Klamath Highway in Klamath County between a connection with F. A. Route No. 33, The Dalles-California Highway approximately .5 mile south of Midland and a connection with F.A.S. Route No. 419, the Klamath Falls-Malin Highway one mile west of Dehlinger, is hereby approved.

Approval of the project statement is subject to the condition that the railroad crossing be eliminated or adequately protected in accordance with the requirements of General Administrative Memorandum No. 63.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

RECEIVED
JUL 17 1946
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Protest

RECEIVED
JUL 12 1946
FOR FILING

FAS 81

July 1, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, six copies of project statement for the Lower Klamath Highway, Project No. FAS 81.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

STATE Oregon

PROJECT NO. FAS 81
(Not to be filled in)

Form PR. 1
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) June 24, 1946

The Federal Works Administrator,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Federal Works Administrator made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Federal Works Administrator under the provisions of the said Acts.

1. Local name of road Lower Klamath Highway

2. Between control points of official description: F.A. Rt. 33, approx. 0.5 mi. South of Midland and F.A.S. 419, approx. 1 mi. West of Dehlinger

3. Between intermediate control points if used: and

County of Klamath

4. Length in miles (gross) 7.55 (net) 7.55

5. Preliminary estimate of cost: Total, $130,000; section of road to be first improved, $130,000,

of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved:

(a) State: Current Income: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
(Amount.) (Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

16—14994

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Chap. 529, laws 1939 (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

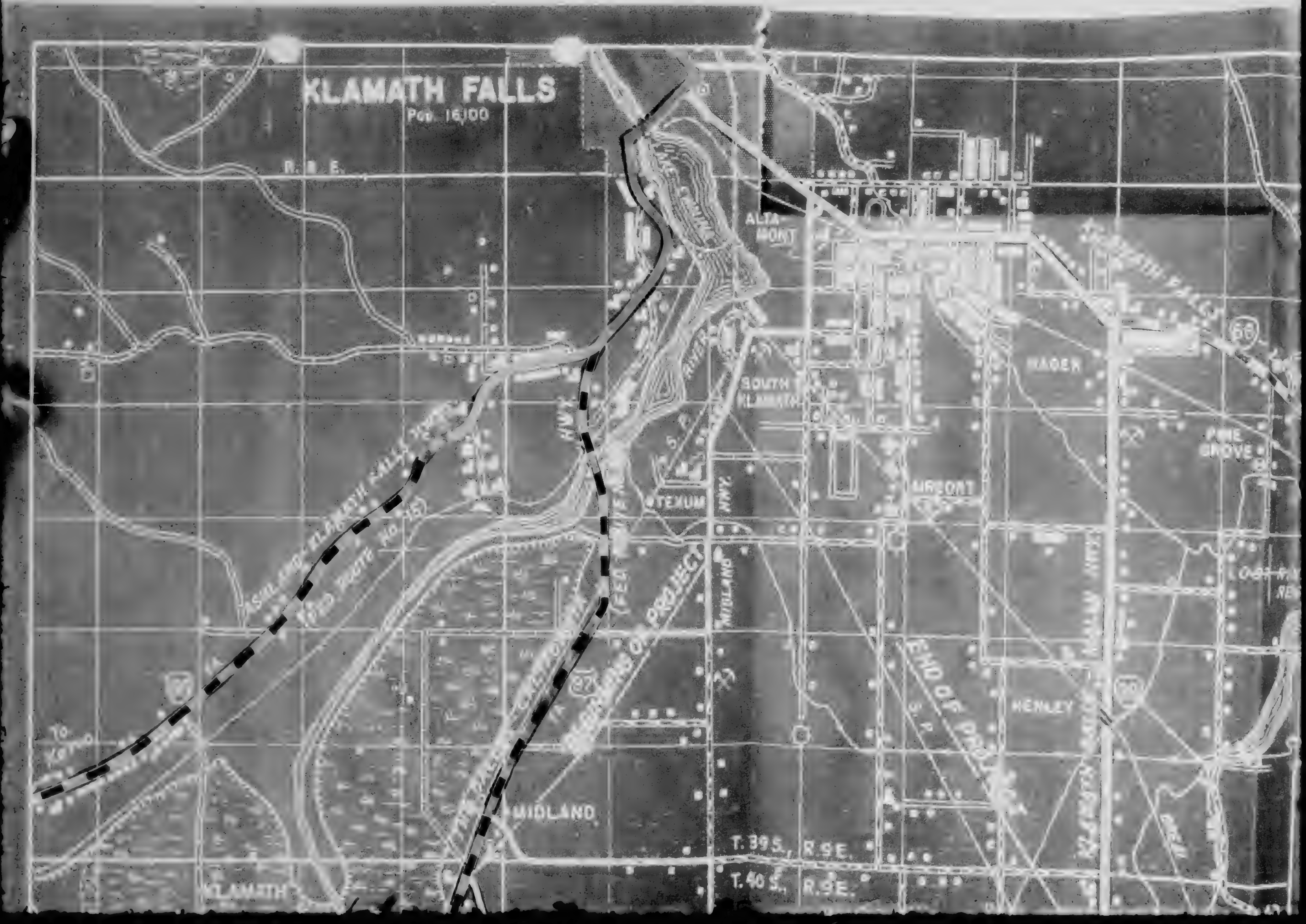
By

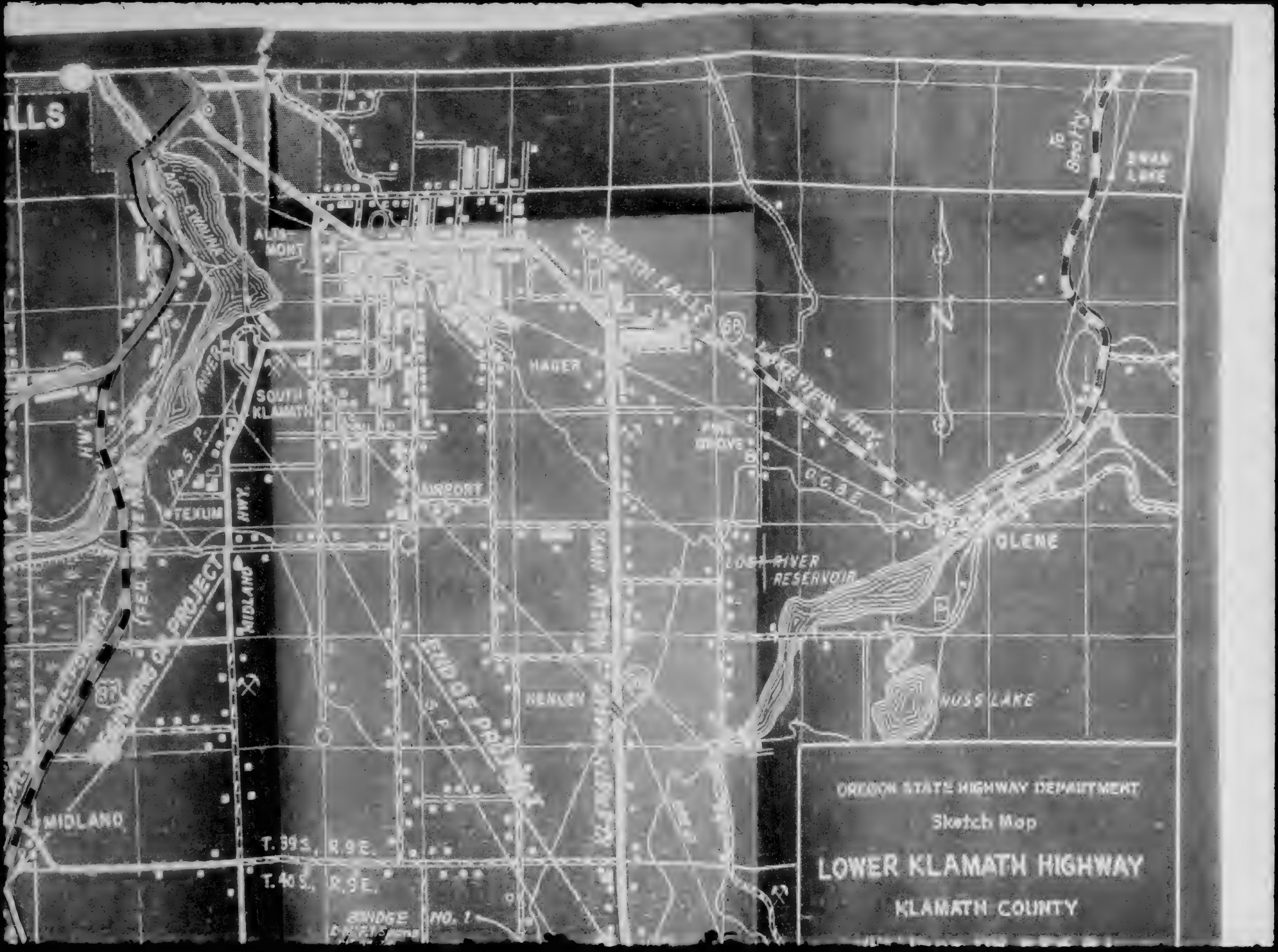
Commissioner
(Title of officer.)

By

Commissioner
(Title of officer.)

U. S. GOVERNMENT PRINTING OFFICE 16—14004


KLAMATH FALLS
Pop. 16,100
R. 8 E.
ALTAMONT
SOUTH KLAMATH
HAGER
PINE GROVE
AIRPORT
TEXUM
HENLEY
MIDLAND
KLAMATH
ASHLAND-KLAMATH FALLS HWY.
(FED. ROUTE No. 15)
TO KENO
HWY.
(FED.
DALLES-CALIFORNIA HWY.
97
BEGINNING OF PROJECT
END OF PROJECT
S.P.
MIDLAND HWY.
KLAMATH FALLS-MALIN HWY.
66
T. 39 S., R. 9 E.
T. 40 S., R. 9 E.

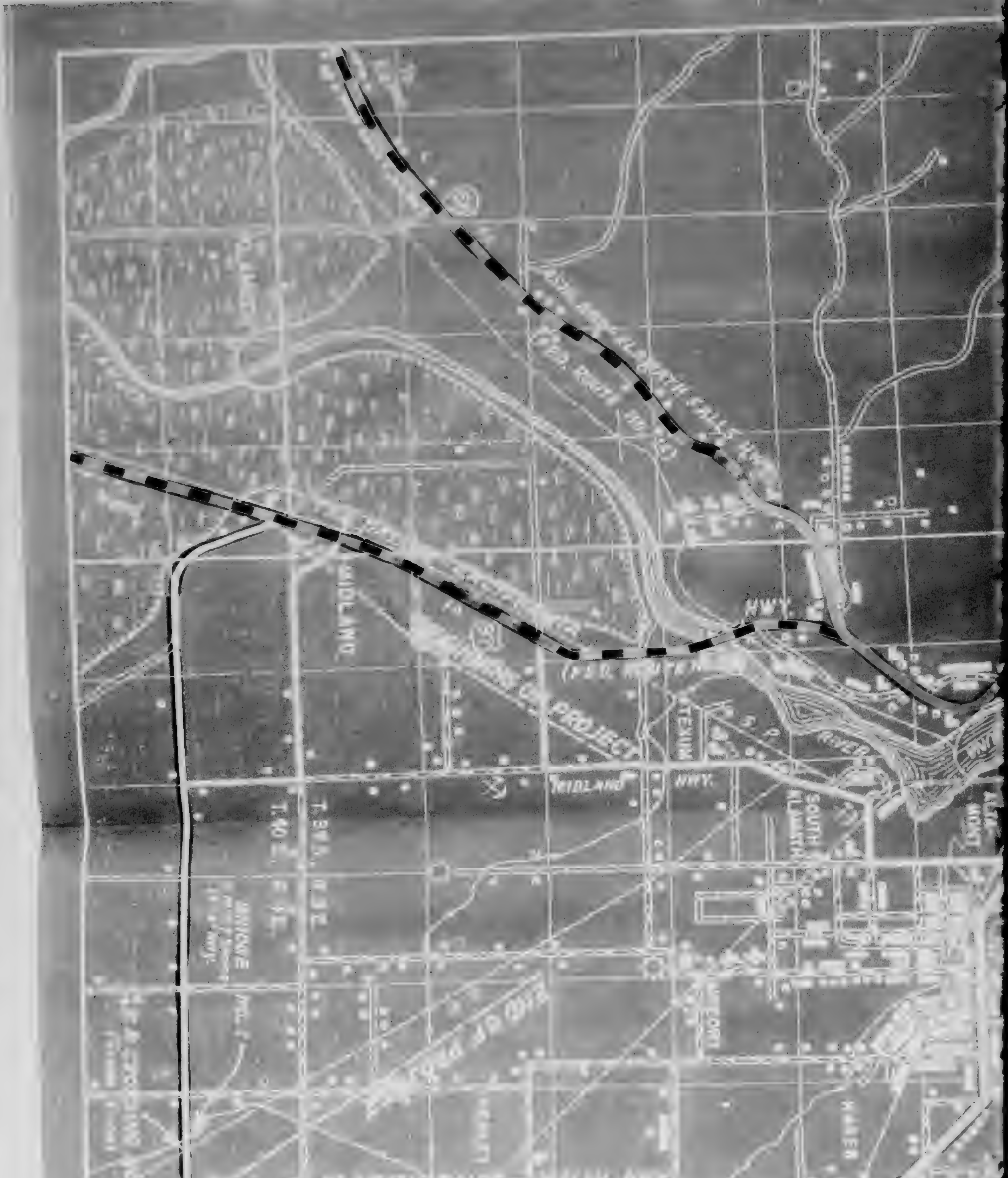


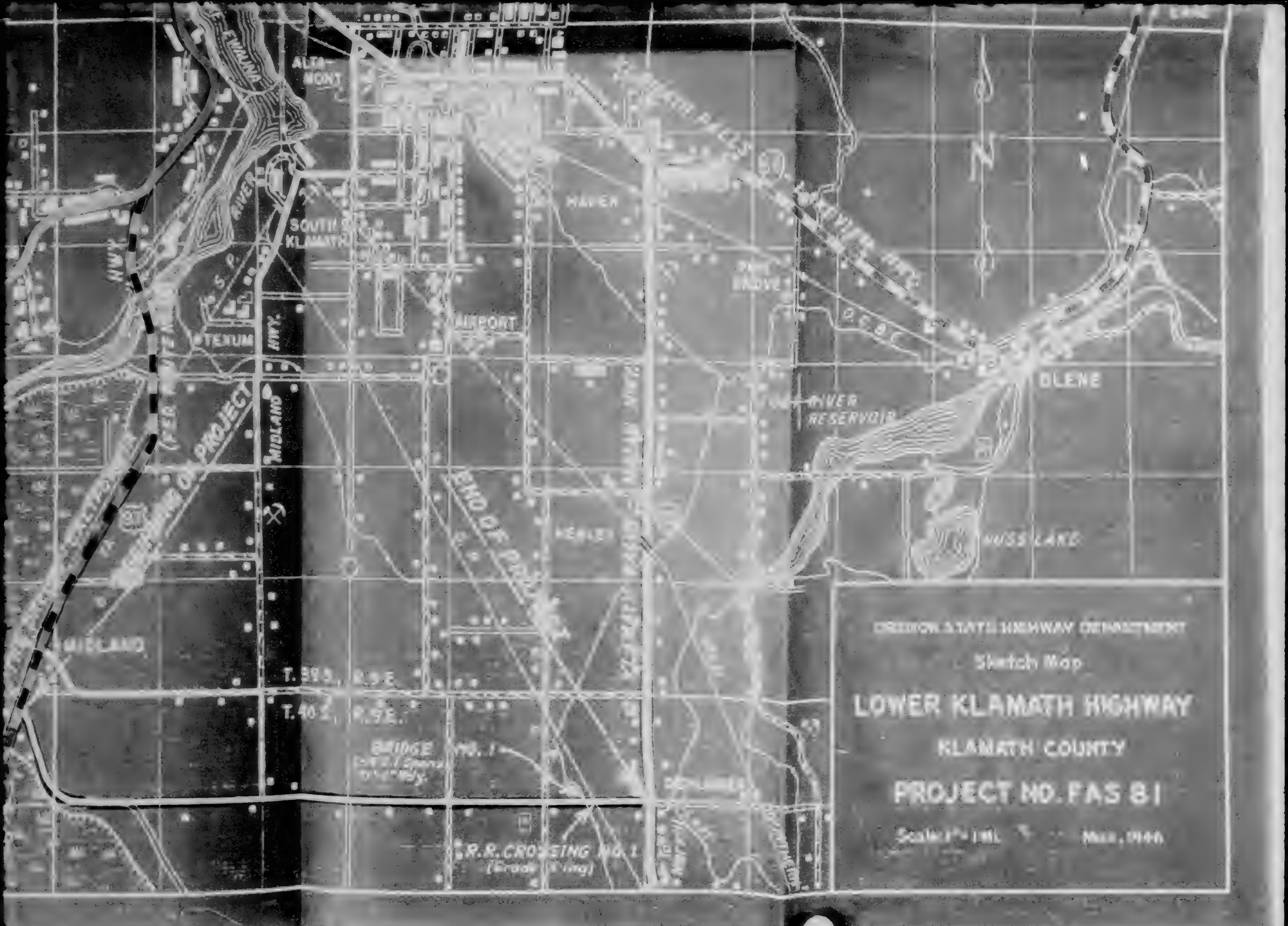
OREGON STATE HIGHWAY DEPARTMENT

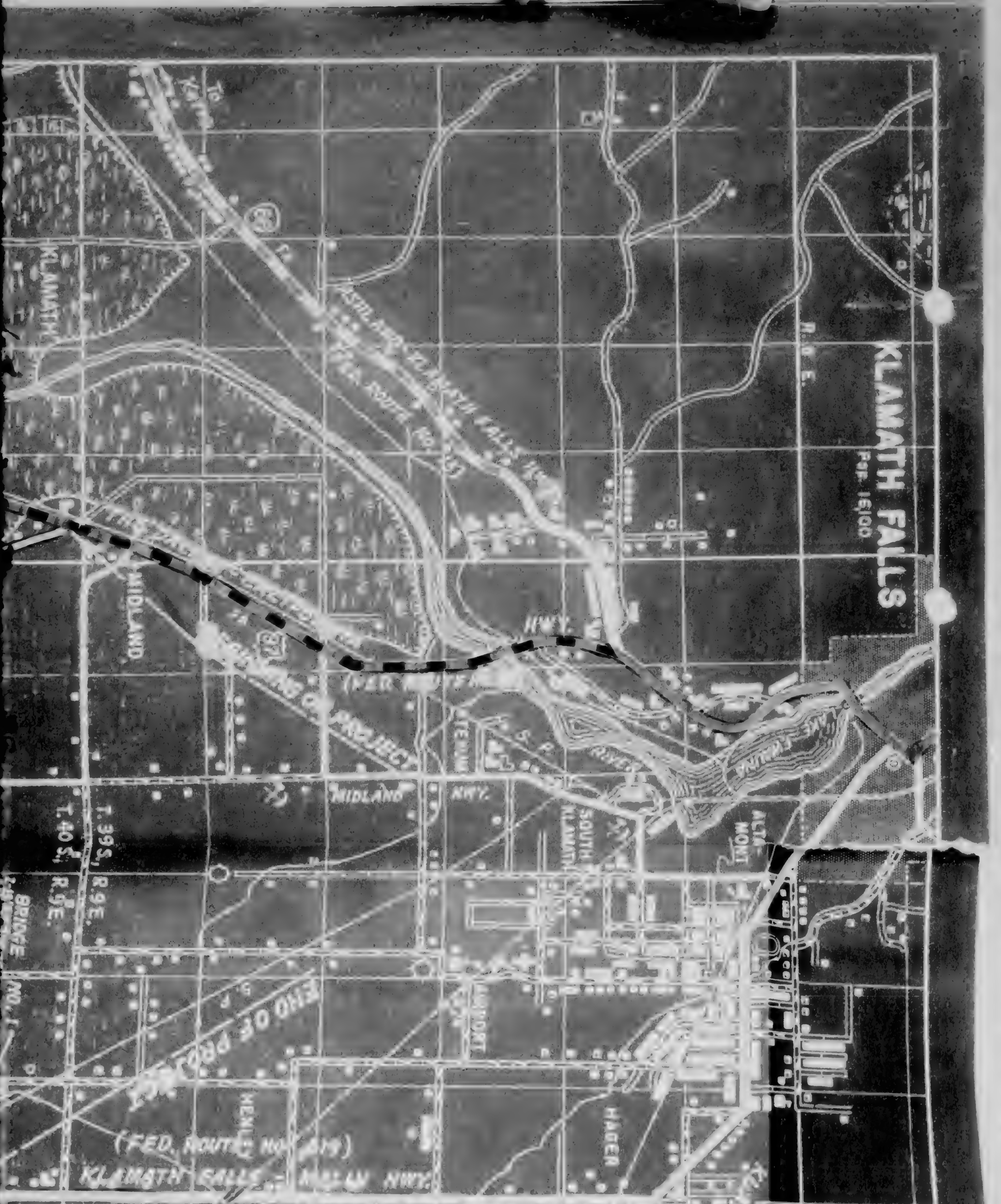
Sketch Map

LOWER KLAMATH HIGHWAY

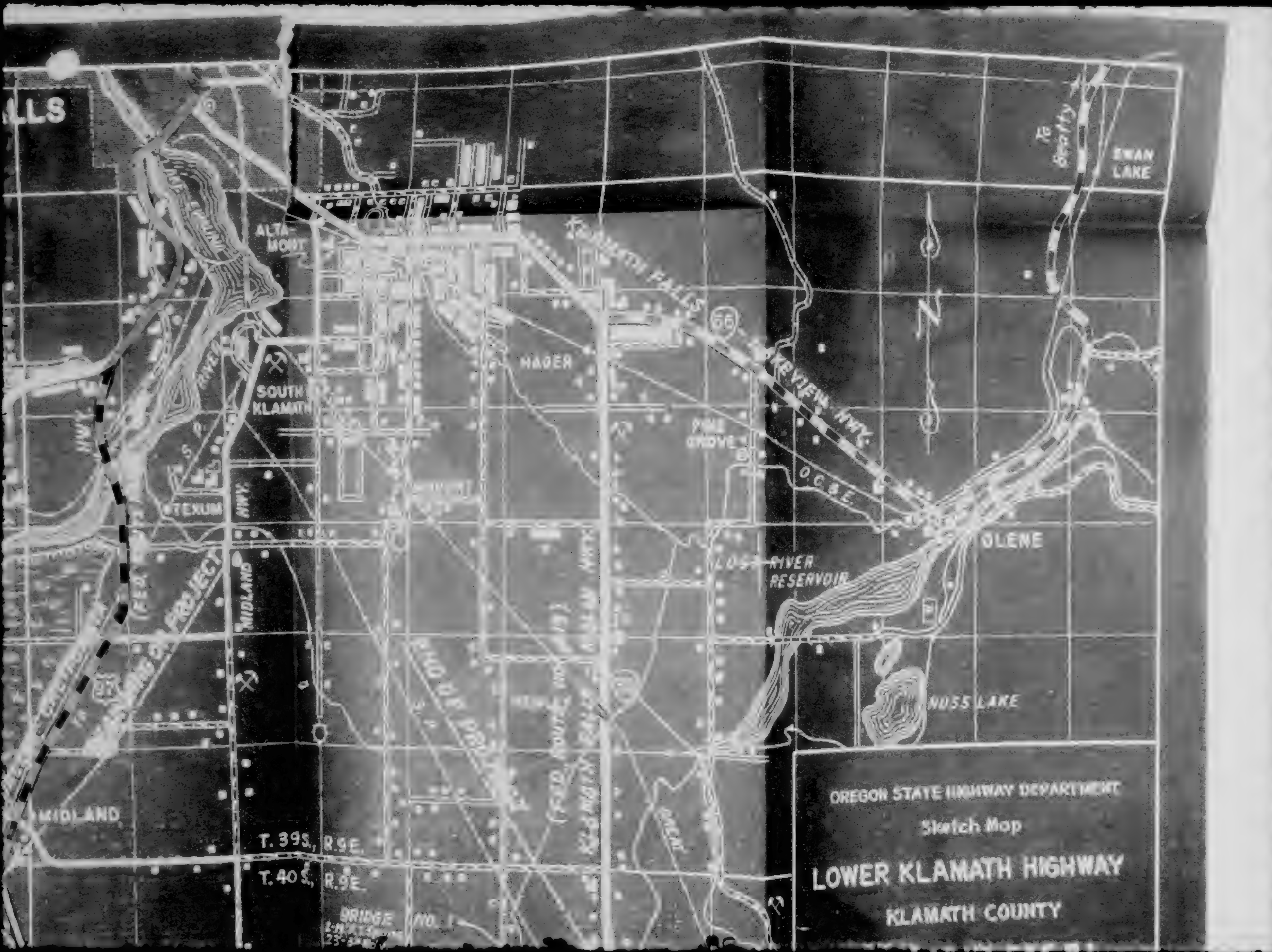
KLAMATH COUNTY


MIDLAND
MIDLAND HWY.
HWY
PROJECT
RIVER
SOUTH
T.39N. R.32E.
T.40E. R.7E.
END OF PROJECT
55


OREGON STATE HIGHWAY DEPARTMENT
Sketch Map
LOWER KLAMATH HIGHWAY
KLAMATH COUNTY
PROJECT NO. FAS 81
Scale: 1"= 1 Mi.
Mar., 1946
ALTAMONT
EWAUNA
RIVER
S. P.
SOUTH KLAMATH
HWY.
TEXUM
AIRPORT
HAVEN
MIDLAND HWY.
BEGINNING OF PROJECT
(PER. PAVEMENT)
END OF PROJECT
HENLEY
MIDLAND
T. 39 S., R. 9 E.
T. 40 S., R. 9 E.
BRIDGE NO. 1
R.R. CROSSING NO. 1
(Grade X'ing)
PINE GROVE
O.C.&E.
LOST RIVER RESERVOIR
OLENE
NUSS LAKE
N



KLAMATH FALLS
POP. 16100
R.10 E.
ASHLAND-KLAMATH FALLS HWY.
(FED. ROUTE NO. 31)
HWY.
MIDLAND
END OF PROJECT
MIDLAND HWY.
T.39S., R.9E.
T.40S., R.9E.
SOUTH KLAMATH
ALTAMONT
AIRPORT
HENLEY
HAGER
(FED. ROUTE NO. 39)
KLAMATH FALLS - MALIN HWY.
KLAMATH FALLS
KLAMATH
BRIDGE NO. 1
GREAT

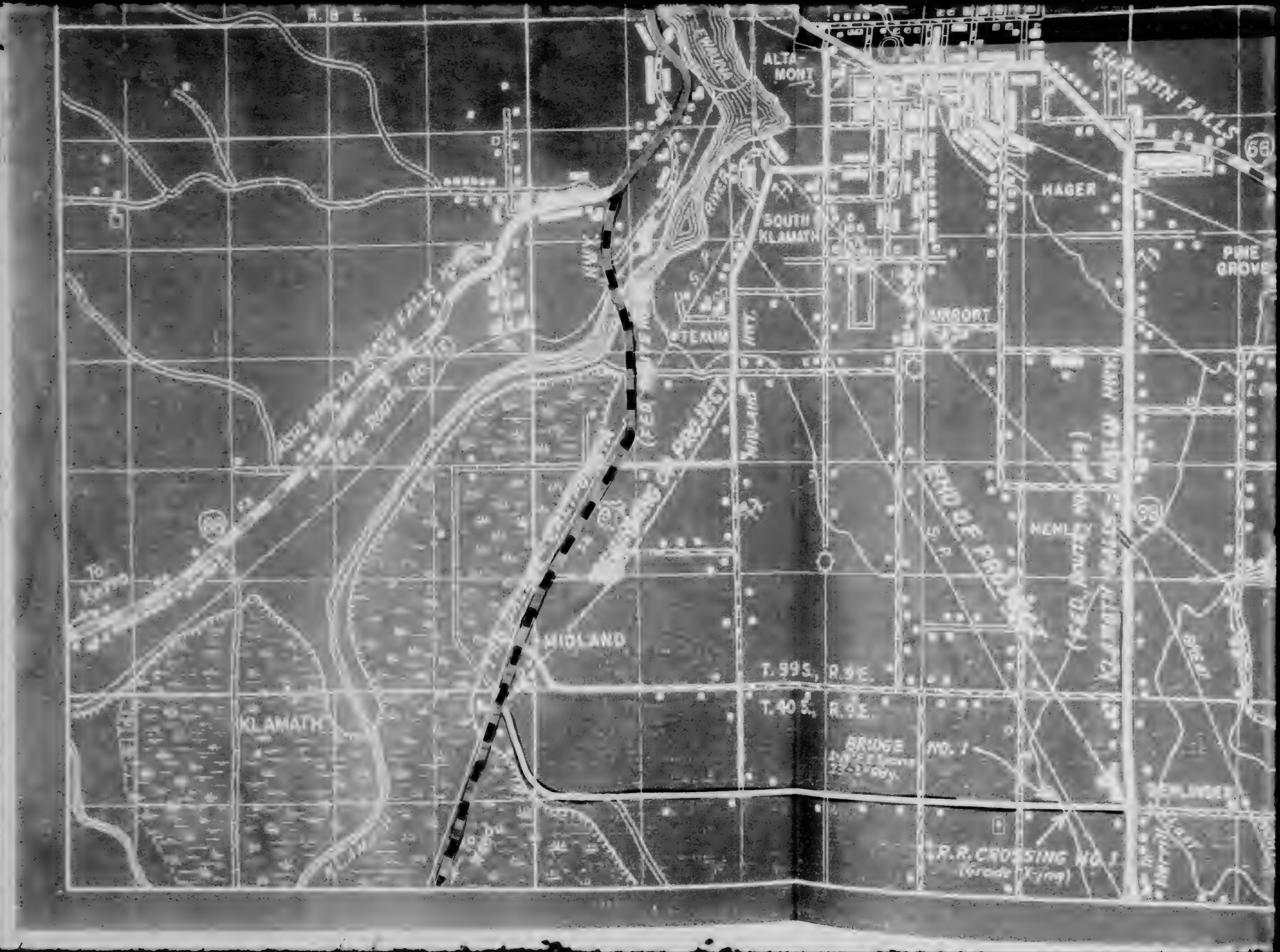


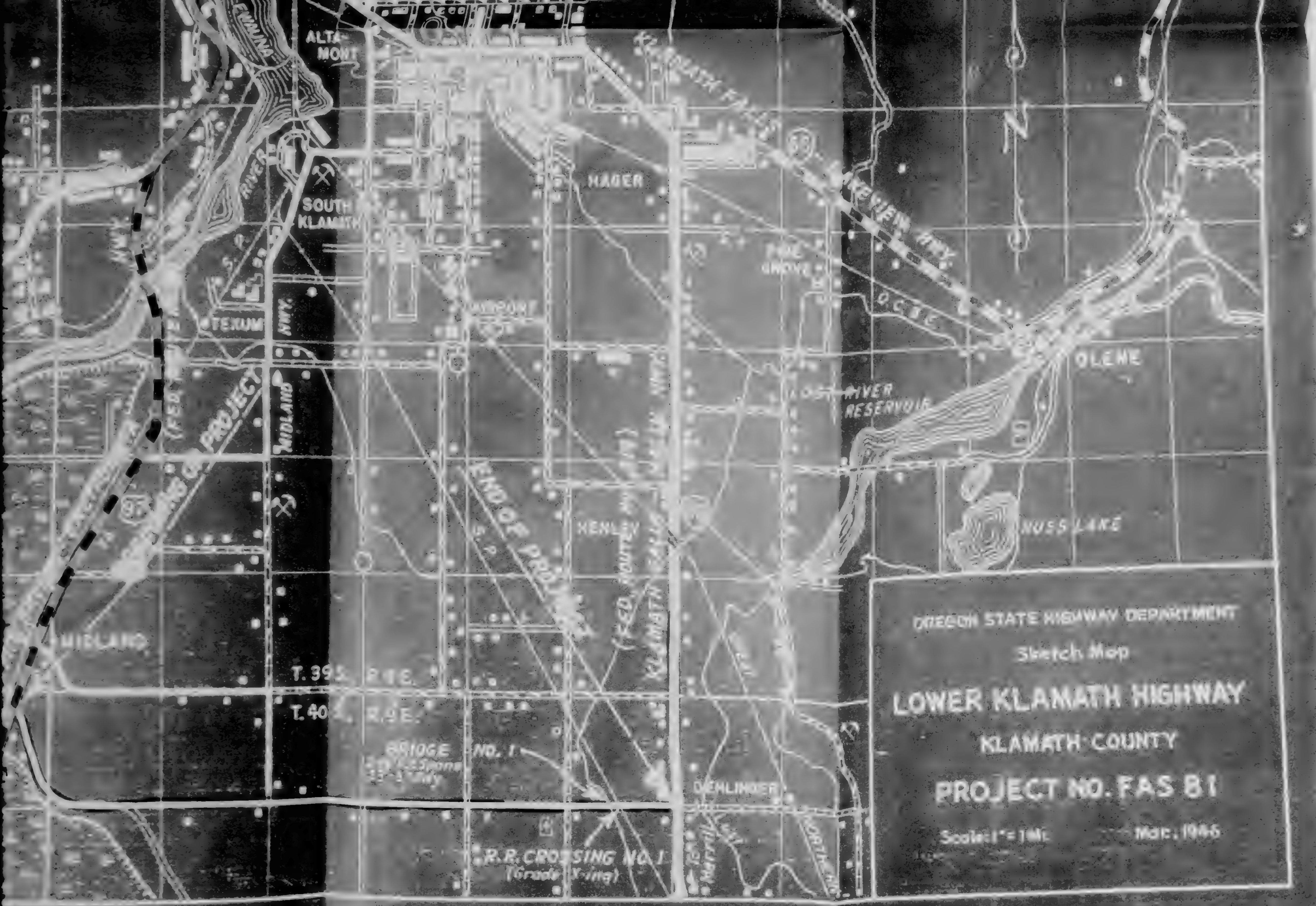
OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

LOWER KLAMATH HIGHWAY

KLAMATH COUNTY


R. 9 E.
ALTAMONT
KLAMATH FALLS
66
HAGER
PINE GROVE
SOUTH KLAMATH
RIVER
HWY.
ASHLAND - KLAMATH FALLS HWY.
(FED. ROUTE NO. 66)
66
To Ashland
STEARNS
MIDLAND HWY.
(FED. ROUTE NO. 97)
KLAMATH PROJECT
97
MIDLAND
KLAMATH
T. 39 S., R. 9 E.
T. 40 S., R. 9 E.
BRIDGE NO. 1
AIRPORT
S. P.
RHO DE PROJECT
HENLEY
(FED. ROUTE NO. 39)
KLAMATH FALLS - MALIN HWY.
39
REG'L
BEWLINGER
R.R. CROSSING NO. 1
(Grade X-ing)



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

LOWER KLAMATH HIGHWAY

KLAMATH COUNTY

PROJECT NO. FAS 81

Scale: 1" = 1 Mi. Mar. 1946

S-81(1) Lower Klamath Lake Sec., 1947
Lower Klamath Secon. Hwy.
#2917

RECEIVED
APR 1 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
~~WASHINGTON~~

P.O.Box 3900
PORTLAND 8, OREGON

March 31, 1949

S-81(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-81(1)
Lower Klamath Lake Section
Lower Klamath Lake Highway

Dear Sir:

Enclosed herewith for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
STATE HIGHWAY COMMISSION

Oregon Federal Ai[illegible]condary Project No. S-81(1) WA8pr 7361

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement made on November 21, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated Oregon Federal Aid Secondary Project No. S-81(1); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $99,214.00 to $111,200.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eleven thousand, two hundred and 00/100 dollars ($111,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eleven thousand, two hundred and 00/100 dollars ($111,200.00), which does not exceed the authorized Federal pro rata share of one hundred eighty-six thousand, seven hundred twenty-nine and 40/100 dollars ($186,729.40), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 17, 1949

ORECON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By Ben R Chandler
Member, State Highway Commission

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

Attest

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U. S. Public Roads Administration.

Oregon Federal Aid Secondary Project No. S-81(1).

RECEIVED
FEB 25 1949
FOR FILING

S-81(1)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Lower Klamath Lake Section, Project No. S-81 (1).

In the Secondary Federal-aid Program approved August 13, 1948, the setup of funds are, total cost, $186,729.40, Federal funds, $99,214.00, and it is our request the setup of Federal funds in the program be increased to $111,200.00, which amount conforms with that requested in the final voucher recently submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-[illegible] (1)

LOWER KLAMATH LAKE SECTION OF THE
LOWER KLAMATH HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1949

Type Code 3210
Roadway (Sta. 3+27.1 to 373+19)

All Required		Clearing and Grubbing		$ 1,250.00
360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,080.00
45,000	cu. yds.	General Excavation, Unclassified	0.32	14,400.00
26,300	cu. yds.	Borrow Excavation, Unclassified	0.60	15,780.00
89,000	yd. stas.	Short Overhaul	0.02	1,780.00
320	C-yd.stas.	Long Overhaul	0.50	160.00
45,000	yd. mi.	Truck Haul on Borrowed Material	0.12	5,400.00
8,000	lin. ft.	Rounding Cutbanks	0.10	800.00
7.01	miles	Finishing Roadbed and Slopes	200.00	1,402.00
2,300	lin. ft.	18" Concrete Pipe	4.00	9,200.00
400	lin. ft.	18" Corr. Metal Pipe	4.00	1,600.00
30	lin. ft.	36" Corr. Metal Pipe	12.00	360.00
360	lin. ft.	Salvaging Culvert Pipe	1.00	360.00
70	cu. yds.	Class "A" Concrete in Box Culverts	60.00	4,200.00
8,400	lbs.	Metal Reinforcement	0.10	840.00
50	only	Wood Sight Posts	5.00	250.00
29,000	cu. yds.	2½" - 0" Rock in Base	2.35	68,150.00
6,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.35	14,100.00
1,400	M-gals.	Sprinkling	2.00	2,800.00
7.01	miles	Preparation of Base	200.00	1,402.00
800	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,800.00
2,800	cu. yds.	Furnishing and Placing Aggregates	3.50	9,800.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	4,160.00
150	tons	Furnishing and Placing 151-200 Asphalt	32.00	4,800.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	2,880.00
			Subtotal	$169,754.00
			10% Engr. & Cont.	16,975.40
			Total	$186,729.40

Length of Roadway 7.007 miles
Cost per mile $26,648.97

Federal Aid Secondary Funds	$111,200.00
State Funds	75,529.40
	$186,729.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
DEC 1 1948
FOR FILING

8-81-(1)

2917

R H. Baldock

November 19th, 1948

FINAL COST ANALYSIS

Lower Klamath Lake Section | Contract #2917
Lower Klamath Lake Highway F. L. Sommers, Contractor | Prefix 118-1039-201(46)
S. P. Jones and P. P. Whitmore, Resident Engineers

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	L. S.			$375.14	$1,250.00
Str. Excav., Unclass.	1,156.5	Cu. Yd.	$1.00	$3.00	1,169.24	3,469.50
Gen. " "	39,133.1	" "	0.26	0.32	10,338.37	12,522.59
Borrow Excav., Unclass.	22,741.5	" "	0.27	0.60	6,074.67	13,644.90
Short Overhaul	82,665.1	Yd. Sta.	0.016	0.02	1,352.27	1,653.30
Long "	557.3	C-Yd. Sta.	0.41	0.50	227.34	278.65
Truck Haul on Borrow	36,546.2	Yd. Mi.	0.20	0.12	7,361.54	4,385.54
Finish R/B & Slopes	7.01	Mile	589.23	200.00	4,130.50	1,402.00
18" Concrete Pipe	2,388	Lin. Ft.	3.23	4.00	7,712.03	9,552.00
18" Corr. Metal Pipe	406	" "	2.90	4.00	1,176.39	1,624.00
36" " " "	28	" "	9.73	12.00	272.47	336.00
Salvage Culvert Pipe	134	" "	1.00	1.00	133.71	134.00
Class "A" Concrete in Box Culvert	65.006	Cu. Yd.	48.41	60.00	3,147.13	3,900.36
Metal Reinforcement	9,194.53	Lb.	0.09	0.10	857.70	919.45
Wood Sight Posts	23	Each	4.75	5.00	109.17	115.00
2½" - 0" Rock in Base	26,707.5	Cu. Yd.	1.99	2.35	53,214.26	62,672.63
3/4" - 0" Rock in Base and Shoulders	8,385	" "	2.38	2.35	19,923.63	19,704.75
Sprinkling	2,276.9	M/Gal.	1.78	2.00	4,064.71	4,553.80
Preparation of Base	7.01	Mile	126.17	200.00	884.44	1,402.00
3/4" - 0" Rock in Binder Course	770	Cu. Yd.	2.49	3.50	1,914.02	2,695.00
Furn. & Place Aggregates	2,896	" "	2.86	3.50	8,278.34	10,136.00
Furn. & Place RC-3 in Binder	134.56	Ton	29.14	32.00	3,921.81	4,305.92
Furn. & Place 151-200	152.79	"	28.62	32.00	4,373.04	4,889.28

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Furn. & Place RC-3 in Seal	88.37	Ton	$29.14	$32.00	$2,575.15	$2,827.84
PA #1, 30" Concrete Pipe	90	Lin. Ft.	7.24	9.00	651.33	810.00
PA #2, Cement Adjustment in Favor of State	4.25	Bbl.		4.12		- 17.51
E.W.O.					386.82	425.67
Total on this Project					$144,625.22	$169,682.67
Rock Produced for Gladney & Adams on O.S.H.D. Contract #2863					18,973.82	22,050.00
					$163,599.04	$191,732.67

	Cost	Revenue	Profit	% Profit
F. L. Sommers	$103,260.47	$122,664.67	$19,404.20	15.8
A. H. Saxton & Sons	60,338.57	69,068.00	8,729.43	12.6
	$163,599.04	$191,732.67	$28,133.63	

Net Profit Equals 14.7% of Gross Revenue

F. L. Sommers

Detail of Cost

Labor:			
Supervision		$4,624.57	
Labor		33,343.21	
Payroll Insurance - 6.7%		2,543.84	
			$40,511.62
Materials:			
18" Concrete Pipe	2,388 ft. at $2.15	$5,134.20	
18" Corr. Metal Pipe	406 " " 1.99	807.94	
18" Bands	16 each at 2.80	44.80	
36" Corr. Metal Pipe	28 ft. at 6.08	170.24	
36" Bands	3 each at 5.92	17.76	
30" Concrete Pipe	90 ft. at 4.35	391.50	
Class "A" Concrete	65.006 cu. yd. at 17.50	1,137.60	
Metal Reinforcement	9,194.63 lb. at 0.065	597.65	
Wood Sight Posts	23 each at 0.96	22.08	
RC-3 Asphalt	222.93 ton at 12.25	2,730.89	
151-200 Asphalt	152.79 " " 11.75	1,795.28	
Freight on Asphalt	375.72 " " 8.75	3,287.55	
Lumber for Cattle Guard		174.06	
			16,311.55
Equipment Rental & Misc. Expense:			
Equipment Rental, Owned		$19,428.00	
" " , Hired		6,859.16	
Hired Trucks		4,986.90	
Gas, Oil and Grease		7,253.09	
Drill Steel and Explosives		305.00	
Lumber		874.22	
P.U.C.		276.14	
Move In, Freight & Cartage		1,299.56	
P.L. & P.D. Insurance		1,093.20	
Bond		1,018.52	
Office and General Overhead		3,043.51	
			46,437.30
Total Cost			$103,260.47

A. H. Saxton, Sub-contractor

Detail of Cost

Labor:		
Supervision	$1,937.50	
Labor	19,921.34	
Payroll Insurance	1,185.32	
		$23,044.16
Equipment Rental & Misc. Expense:		
Equipment Rental, Owned	$17,508.75	
" " , Hired	741.50	
Hired Trucks	6,916.49	
Gas, Oil & Grease	6,390.66	
Lumber	887.00	
Move In, Freight & Cartage	1,224.19	
P.U.C.	276.74	
P.L. & P.D. Insurance	391.43	
Small Tools & Misc. Supplies	1,207.50	
Office & General Overhead	1,750.15	
		37,294.41
Total Cost		$60,338.57

Remarks:

This contract required the grading, surfacing and oiling of 7.01 miles of highway roadbed and the construction of four reinforced concrete box culverts. The contract was bid June 17th, 1947, awarded June 23rd, and work on the project was started July 2nd, 1947.

Clearing and grubbing consisted mostly of the removal of the small bridges that were replaced by box culverts and clearing of sagebrush in the borrow pit.

General excavation was done with one tractor and scraper and one tractor and dozer with a small shovel being used on this item for a short time. The material was all common and good progress was made on this item and the cost was low.

Borrow excavation was done with shovel and trucks. The material was loaded with a ½-yard shovel, hauled to the road with four 5-yard trucks and handled on the fills with a tractor and dozer. High production on this item makes the cost low and a high bid price makes this item show a large profit but the contractor's bid prices on borrow excavation and haul on borrow were unbalanced and the haul item shows a large loss.

The contractor elected to use a quarry 1.3 miles south of Station 160 which was approximately the center of the project. A crushing plant was set up and the quarry was drilled and shot. The shot was not a success and the contractor decided that this quarry was not to his liking and moved the crushing plant to a quarry two miles east of the east end of the project. An excellent quarry was developed here and the rock for this project was produced from this source. The contractor also produced 7,460 cu. yds. of maintenance rock for Gladney and Adams on Contract No. 2863. The contractor's crushing plant consisted of: 24" x 36" jaw crusher, 3' Traylor secondary crusher, 24" x 36" rolls crusher, 3 diesel motors, diesel generator set, 4' x 12' triple-deck screen and small scalping screen. Average production was 57 cu. yds. per hour. The quarry required no drilling and shooting and material was loaded in pit trucks, with a 3/4-yard shovel, and hauled to crusher with two 5-yard pit trucks.

Oiling of the project was done in the summer of 1948; oiling operations started June 1st, 1948, and were completed June 31st, 1948. Asphalt was shipped from California and tank cars were spotted on a siding at Midland about ½-mile from the west end of the project.

Cleaning up of the job and setting of sight posts was completed July 6th, and the project was completed on that date.

The contractor had adequate equipment for the job. Good supervision, efficient labor and good weather conditions enabled the contractor to maintain good production on this project and to realize a normal profit.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
DEC 1 1948
FOR FILING

S 81 (1)

2917

November 30, 1948

Mr. F. L. Somers
805 Market St.
Klamath Falls
Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 10 days, from June 30 to July 10, 1948, within which to complete your contract No. 2917 covering the Lower Klamath Lake Section of the Lower Klamath Highway in Klamath County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler
Division Engineer

H. G. Smith

NOTED ON CARD

11-30-48 gl

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NOV 30 1948
FOR FILING

X-81 (1)

2917

November 29, 1948

General Casualty Company
General Insurance Bldg.
Seattle 5, Washington

Gentlemen:

This is to advise you that state highway contract No. 2917 for work on the Lower Klamath Lake Section of the Lower Klamath Highway, in Klamath County, has been completed by the contractor, F.L. Somers, and that final payment in the amount of $5,087.39 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $169,682.67, of which amount $425.67 represents force account items. This contract was completed on July 6, 1948 but as yet has not been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - General Casualty Co. of America
William T. McKibbin
Klamath Falls, Oregon

NOTED ON CARD

11-29-48 g.s.

RECEIVED
NOV 30 1948
FOR FILING

881 (1)

2917

November 26, 1948

Oregon State Highway Commission

Gentlemen:

You will remember, at the last meeting of the Highway Commission, I requested deferring acceptance of Contract No. 2917, Midland-Mas's Store Section of the Lower Klamath Secondary Highway, pending an inspection as to the satisfactoriness of the work as performed by the Contractor.

Mr. Williams made an inspection of this project on November 16, and a copy of his report is attached hereto.

Based on the facts set forth in Mr. Williams' report, I recommend to you that the project be accepted as having been satisfactorily completed by the contractor, F. L. Somers.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams

Salem, Oregon
November 24, 1948

Mr. R. H. Baldock
State Highway Engineer
Office

On November 16, accompanied by Mr. H. G. Smith, I made an inspection of the Midland-Mac's Store Section of the Lower Klamath Secondary Highway in Klamath County. This section of highway was completed by Contractor F. L. Somers, on July 6, 1948.

The oil surfacing on this section contains a small amount of roughness, but no more than can ordinarily be expected for such a low type oil mat treatment. This section was well graded and covered with an adequate rock base, the cost of which was approximately $157,000. The oil surfacing consists of a type C-9 oil mat, which has a thickness of only 3/4", and it is, of course, impossible to secure and maintain as smooth a riding surface on this light oil treatment as can be obtained with our heavier types of bituminous macadam or rigid pavements. The cost of the oil mat was approximately $26,000, which, for the 7.01 mile section, results in a per mile cost of approximately $3,700.

It is my opinion that this job has been satisfactorily completed by the contractor. It is stable, and I am certain that it is of a standard comparable with the average of such light oil surfaces.

It is my recommendation that the project be accepted as having been satisfactorily completed by the contractor.

W. C. Williams
Assistant State Highway Engineer

WCW:ms

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8-81 (1)

2917

September 30, 1948

Oregon State Highway Commission

Request for extension of time
No. 3
November 3 and 4 meeting

Gentlemen:

Herewith is a request from Mr. F. L. Somers for an extension of time on Contract No. 2917, Lower Klamath Lake Section of the Lower Klamath Lake Secondary Highway. He has requested an extension from June 30, 1948 to July 10, 1948. However, this project was completed on July 6, and that date should be the limit of the extension.

All work on the project has been completed prior to June 30, with the exception of the placing of a few sight posts which were not received in time to be installed by June 30. An additional six days was required for the installation of the posts, and there was no inconvenience to the traveling public.

I recommend that this extension be granted to July 6 without penalty, and this recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

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SEP 24 1948
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S-81(1)

2917

September 22, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2917, Lower Klamath Lake Section of the Lower Klamath Lake Secondary Highway, Oregon S-81 (1), to F. L. Somers, Contractor, from June 30, 1948, to July 6, 1948.

The time on this project had previously been extended to June 30, 1948, and all work was completed with the exception of placing a few sight posts which were ordered but were not received by the completion date. The contractor required the additional six days to install the sight posts.

I would recommend that this extension be granted without penalty.

Very truly yours,

H. G. Smith, Acting
State Highway Engineer

cc: H. G. Smith

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AUG 4 - 1948
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5-81 (1)

2917

August 4, 1948

William T. McKibbin
Klamath Falls
Oregon

Dear Mr. McKibbin:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F. L. Somers, on contract No. 2917, covering regrading and surfacing of the Lower Klamath Lake Section of the Lower Klamath Highway in Klamath County. This payment, in the amount of $8,042.46, will be made on or after August 16, 1948. The retained percentage is $5,090.58.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cw

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

NOTED ON CARD
cw

Form E-1—5M—6-44

2-81 (1)

I.T.

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3 and July 10, 1948

Section: Lower Klamath Lake

Kind of work: Regrading and Oil Mat Surfacing

Highway: Lower Klamath

Section prefix: 118-1039

Contractor: F.L.Somers

Contract number: 2917

Date of contract: June 23, 1947

Date of completion: July 6, 1948

Date work started: July 2, 1947

Estimated date of completion: July 6, 1948, 19

Amount of contract: $ 159754.

Per cent of time elapsed: 100 plus %

Estimated cost of completed project, exclusive of engineering: $ 169300.

Per cent of contract completed, based on total contract price: 100 %

Engineering cost to date, $ 12625., 7.4 %

Date project was completed: July 6, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor brooming the road June 28-29-30, and we put on more 1/4" minus aggregate June 30 account of hot weather and necessity.

Broomed road surfacing July 1, and 2Nd, and put in 23 sight posts July 6, completing all contract work this date.

Smith and Chandler over this job June 28.
Clymer and Swensen " " " " 29.
PRA Engr Schiesow " " " July 7.

NOTED

RECEIVED
1 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. [illegible]

Signed P. P. Whitmore

Address Box 1090 K Falls.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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S 81 (1)

2917

July 12, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 6, 1948 on Contract No. 2917, Lower Klamath Lake Section in connection with Federal Aid Project No. S-81 (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

KBC:ew

cc: C. H. Armstrong

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APR 9 1948
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FARRENS & MAXWELL
ATTORNEYS AT LAW
FIRST FEDERAL SAVINGS & LOAN BUILDING
KLAMATH FALLS, OREGON

PAUL FARRENS
RICHARD B. MAXWELL

April 5, 1948

NOTED
H. B. GLAISYER

Mr. J. M. Devers
Chief Counsel
Oregon State Highway Commission
Salem, Oregon.

Subject: Claim of The California Oregon Power Company for $1,028.57 covering the cost of relocation of power lines between Mac's Store and Midland at request of the Commission.

Dear Mr. Devers:

I have your letter of March 31, 1948, your file R-14278, and regret to note that you have denied the legality of the abovementioned claim.

Your letter gives no explanation to any possible legal grounds upon which the claim could be denied, and I know of none. As I have explained in previous correspondence with you, the company does not rely for its franchise rights on any State Statute. It is possible for a power company to place its power lines upon a county road against the wishes of the local county court by complying with the State Statute granting franchises on public highways subject to the conditions set forth in the statute. However, if a company can agree with the county court, it was and still is possible for the company to take franchise from the county court in the establishment of its power lines. That was what the company did years ago when they installed the power line under discussion, and there was no condition in this franchise which required the company to move its power line to meet the convenience or necessity of the county court, or the State Highway Commission, as its successor in interest.

In this instance, request was made by the State Highway Commission Engineer that the company move this power line, and the Commission's work was so far advanced that its contractors would have been seriously delayed had there been any delay on part of the company in complying with the request. The company asked our advice in the matter, and we advised them that we believed the Highway Commission would be willing to reimburse the company for the cost of the relocation and the company should not delay the Commission's contractors by waiting until the written assurance of the Highway Commission had been received that the bill would be paid.

RECEIVED
APR 6 1948
OREGON
STATE HIGHWAY COMMISSION

In the light of our experience in this case, this will serve notice to you that we will never again give the power company such advice from this time forward. Your request for relocation of power lines will have to be accompanied with your written assurance that the bill for the cost thereof will be paid upon presentation.

Very truly yours,

Paul Farrens

Copies to: Messrs:

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

R. H. Baldock, State Highway Engr.
Oregon State Highway Commission
Salem, Oregon.

T. H. Banfield, Chairman
Oregon State Highway Commission
Portland, Oregon.

cc: The California Oregon Power Company
Attention: Mr. R. I. Ritchey
Klamath Falls, Oregon.

PF:ma

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JAN 22 1948
FOR FILING

S-21 (1)

January 21, 1948

Mr. F. L. Somers
805 Market St.
Klamath Falls
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 242 days, from October 31, 1947 to June 30, 1948, within which to complete your contract No. 2917 for the Lower Klamath Lake Section of the Lower Klamath Highway in Klamath County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

NOTED ON CARD
1-21-48, gl

FORM [illegible]X 10M 11-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

S-81(1)

1-8-48

January 8,

M. C. Williams #2-117

C. WILLIAMS

Farrens & Maxwell,
Attorneys at Law,
First Federal Savings & Loan Building,
Klamath Falls, Oregon.

Re: The California Oregon Power Company bill
for relocating power lines

Gentlemen:

I have carefully read your letter of the seventh written on behalf of The California Oregon Power Company with respect to the Company's bill for reimbursement in the sum of $1,028.57 covering the cost of relocating the Company's lines between Mac's store and Midland, and am still of the opinion that the bill is one for which the Company cannot require the State to reimburse it.

In 1862, as you no doubt know, the legislature granted to telegraph companies the right to occupy a public highway. In 1901 that act was amended so as to grant the same privilege to telephone companies and companies transmitting or conveying electric energy, but the provisions of the act vested in the county court (for at that time we had only county roads) authority to designate the place within the right of way where the facilities might be located; provided further that the county court might require those facilities to be moved and placed elsewhere on the right of way. Since then the legislature created the Highway Commission and provided for a system of state highways. That system is made up in part of highways that once were county roads and therefore at one time under the jurisdiction of the county court. Judge Wolverton held some time ago that such authority as was vested in county courts with respect to county highways passed to the Highway Commission when such county road became a state highway.

It is recognized by courts everywhere, and definitely recognized in this State, that paramount control over all public highways is vested in the legislature—a power which it can delegate but cannot surrender. If the legislature cannot surrender power over the public highways, then, manifestly, an institution or agency to which the legislature may delegate power cannot surrender that control.

Therefore, it is my opinion that the license or permit which was granted by the county court would not and could not grant a permanent right or privilege to the permittee or grantee, and I believe that any use made of the highway or county road under the privileges of that license or permit is subject to the law as subsequently written by the legislature.

I must of necessity therefore advise the Commission that it is without lawful authority to pay the bill.

Yours very truly,

J. M. DEVERS

JMD:FW

cc W. C. Williams
 M. G. Smith
 W. E. Chandler

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581 (1)

December 15, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith a request of F. L. Somers for an extension of time from October 31, 1947 to June 30, 1948 on Contract No. 2917, Lower Klamath Lake Section of the Lower Klamath Highway.

The quarry which was designated for this project did not prove satisfactory and the Contractor was required to move his plant to another quarry and, because of the unusual early October rains, he was unable to complete his crushing in time to lay the required oil mat surfacing.

The Contractor has not claimed, nor is he entitled to, additional compensation by reason of moving his crushing plant as the State designated four possible quarry sites and the provision stated that the Contractor would assume responsibility in determining the quantity and quality of the materials in the quarry.

The Contractor has prosecuted the work in a very satisfactory manner and has left the project in good shape for the winter months.

I recommend that this request be granted without penalty. This recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREG.

December 10, 1947

S-81(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Secondary Project S-81(1)
Lower Klamath Lake Section of the
Lower Klamath Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 11 1947
OREGON
STATE HIGHWAY COMMISSION

Tom

Form PR 2 (Revised 1946)

7361

State Oregon

Project No. S-21(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of August, 1945, a project statement, which was approved on the 10th day of October, 1945, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of May, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-nine thousand two hundred fourteen and 00/100 dollars ($99,214.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter [illegible] Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 3+27.1 in the NW 1/4, Section 1, T-40-S, R-8-E, W.M., and survey station 375+19 on the south boundary of and near the SE Corner, Section 1, T-40-S, R-9-E, W.M., without exception

, length 7.007 miles, in Klamath County, being Oregon Federal Aid/Secondary project No. S-61(1), consisting of 7.007 miles of roadway and no bridges~~, each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-ninethousand two hundred fourteen and 00/100 dollars ($ 99,214.00), which does not exceed the authorized Federal pro rata share of one hundred eighty-six thousand seven hundred twenty-nine and 40/100 dollars ($ 186,729.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

APPROVED
Assistant State Highway Engineer

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
FOR FILING
S-81(1)

c

November 20, 1947. files

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of November 14 requesting concurrence in an extension of time from October 31, 1947 to June 30, 1948 to F. L. Somers, contractor on Contract No. 2917, Lower Klamath Lake Highway, Oregon Project S-81(1).

Our records agree with the facts outlined in Mr. Williams' letter that abandonment of the designated quarry became necessary because of unsatisfactory character of the rock which, with unusually wet weather, has compelled deferment of the oiling until next season. Because of these abnormal conditions, we will recommend the extension of time requested without penalty.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
NOV 21 1947
OREGON
STATE HIGHWAY COMMISSION

Original to H. S. Smith

RECEIVED
NOV 17 1947
FOR FILING

S-81(1)

November 14, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2937, Lower Klamath Lake Section of the Lower Klamath Lake Secondary Highway, S-81 (1), from October 31, 1947, to June 30, 1948, to F. L. Somers, contractor.

Three items pertain to delaying of the contractor on this project.

1. Structural steel was not available to build a concrete culvert.

2. Unusually heavy October rains prevented the oiling on this project.

3. The designated quarry which the contractor opened up did not prove satisfactory and required moving his plant to a new quarry setup, occasioning considerable delay.

For these reasons, I recommend this extension of time without penalty.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

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OCT 29 1947
FOR FILING
S-81 (1)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Lower Klamath Lake Section, Project No. S-81 (1).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:SM

Oregon State Highway Department

Federal Aid Secondary
Project No. S-81 (1)

LOWER KLAMATH LAKE SECTION OF THE LOWER KLAMATH HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

All Required		Clearing and Grubbing		$ 1,250.00
360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,080.00
45,000	cu. yds.	General Excavation, Unclassified	0.32	14,400.00
26,300	cu. yds.	Borrow Excavation, Unclassified	0.60	15,780.00
89,000	yd. stas.	Short Overhaul	0.02	1,780.00
320	C-yd. stas.	Long Overhaul	0.50	160.00
45,000	yd. mi.	Truck Haul on Borrowed Material	0.12	5,400.00
8,000	lin. ft.	Rounding Cutbanks	0.10	800.00
7.01	miles	Finishing Roadbed and Slopes	200.00	1,402.00
2,300	lin. ft.	18" Concrete Pipe	4.00	9,200.00
400	lin. ft.	18" Corr. Metal Pipe	4.00	1,600.00
30	lin. ft.	36" Corr. Metal Pipe	12.00	360.00
360	lin. ft.	Salvaging Culvert Pipe	1.00	360.00
70	cu. yds.	Class "A" Concrete in Box Culverts	60.00	4,200.00
8,400	lbs.	Metal Reinforcement	0.10	840.00
50	only	Wood Sight Posts	5.00	250.00
29,000	cu. yds.	2½" - 0" Rock in Base	2.35	68,150.00
6,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.35	14,100.00
1,400	M-gals.	Sprinkling	2.00	2,800.00
7.01	miles	Preparation of Base	200.00	1,402.00
800	cu. yds.	3/4" - 0" Rock in Binder Course	3.50	2,800.00
2,800	cu. yds.	Furnishing and Placing Aggregates	3.50	9,800.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	4,160.00
150	tons	Furnishing and Placing 151-200 Asphalt	32.00	4,800.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	32.00	2,880.00
		Subtotal		$169,754.00
		10% Engr. & Cont.		16,975.40
		Total		$188,308.54

Length of Roadway 7.007 miles
Cost per mile $26,874.34

Federal Aid Secondary Funds- -	$ 99,214.00
State Funds- -	89,094.54
	$188,308.54

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-81 (1)

LOWER KLAMATH LAKE SECTION OF THE

LOWER KLAMATH HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 23, 1947

All Required		Clearing and Grubbing		$ 1,000.00
360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,080.00
45,000	cu. yds.	General Excavation, Unclassified	0.35	15,750.00
26,300	cu. yds.	Borrow Excavation, Unclassified	0.35	9,205.00
89,000	yd. sta.	Short Overhaul	0.02	1,780.00
320	C-yd. sta.	Long Overhaul	0.50	160.00
45,000	yd. mi.	Truck Haul on Borrowed Material	0.20	9,000.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
7.01	miles	Finishing Roadbed and Slopes	400.00	2,804.00
2,300	lin. ft.	18" Concrete Pipe	3.00	6,900.00
400	lin. ft.	18" Corr. Metal Pipe	3.00	1,200.00
30	lin. ft.	36" Corr. Metal Pipe	8.00	240.00
360	lin. ft.	Salvaging Culvert Pipe	1.50	540.00
70	cu. yds.	Class "A" Concrete in Box Culverts	50.00	3,500.00
8,400	lbs.	Metal Reinforcement	0.10	840.00
50	only	Wood Sight Posts	6.00	300.00
29,000	cu. yds.	2½" - 0" Rock in Base	2.65	76,850.00
6,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.75	16,500.00
1,400	M-gal.	Sprinkling	3.00	4,200.00
7.01	miles	Preparation of Base	150.00	1,051.50
800	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	3,000.00
2,800	cu. yds.	Furnishing and Placing Aggregates	3.75	10,500.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	3,900.00
150	tons	Furnishing and Placing 151-200 Asphalt	30.00	4,500.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,700.00
			Subtotal	$178,700.50
			10% Engr. & Cont.	17,870.05
			Total	$196,570.55

Length of Roadway	7.007 miles
Cost per mile	$28,053.45

Federal Secondary Funds- -	$114,000.00
State Funds- -	82,570.55
	$196,570.55

May 14, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Lower Klamath Lake Section, Project No. S-81 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:SM

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-81 (1)

LOWER KLAMATH LAKE SECTION OF THE LOWER KLAMATH HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 14, 1947

All Required		Clearing and Grubbing		$ 1,000.00
360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,080.00
45,000	cu. yds.	General Excavation, Unclassified	0.35	15,750.00
26,300	cu. yds.	Borrow Excavation, Unclassified	0.35	9,205.00
89,000	yd. sta.	Short Overhaul	0.02	1,780.00
320	C-yd. sta.	Long Overhaul	0.50	160.00
45,000	yd. mi.	Truck Haul on Borrowed Material	0.20	9,000.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
7.01	miles	Finishing Roadbed and Slopes	400.00	2,804.00
2,300	lin. ft.	18" Concrete Pipe	3.00	6,900.00
400	lin. ft.	18" Corr. Metal Pipe	3.00	1,200.00
30	lin. ft.	36" Corr. Metal Pipe	8.00	240.00
360	lin. ft.	Salvaging Culvert Pipe	1.50	540.00
70	cu. yds.	Class "A" Concrete in Box Culverts	50.00	3,500.00
8,400	lbs.	Metal Reinforcement	0.10	840.00
50	only	Wood Sight Posts	6.00	300.00
29,000	cu. yds.	2½" - 0" Rock in Base	2.65	76,850.00
6,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.75	16,500.00
1,400	M-gals.	Sprinkling	3.00	4,200.00
7.01	miles	Preparation of Base	150.00	1,051.50
800	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	3,000.00
4,600	cu. yds.	Furnishing and Placing Aggregates	3.75	17,250.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	3,900.00
300	tons	Furnishing and Placing 151-200 Asphalt	30.00	9,000.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,700.00

Subtotal	$189,950.50
10% Engr. & Cont.	18,995.05
Total	$208,945.55

Length of Roadway	7.007 miles
Cost per mile	$29,819.54

Federal Secondary Funds- -	$ 99,214.00
State Funds- -	109,731.55
	$208,945.55

LOWER KLAMATH LAKE SECTION

PROJECT NO. S-81 (1)

While negotiations for rights of way are in progress two parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within thirty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

May 14, 1947

RECEIVED
FOR FILING
S-31 (1)
2917

NOTED
W. C. WILLIAMS

F. L. SOMERS
GENERAL CONTRACTOR
805 MARKET STREET ★ TELEPHONE 7038
KLAMATH FALLS, OREGON

September 24,1947.

Oregon State Highway Commission
Salem, Oregon.

Re: Contract No. 2917, Lower
Klamath Lake Highway.

Gentlemen,

We wish to bring to your attention our recent delay in construction of this highway.

After investigation of the quarry site located 1.3 miles south of mile point 3, designated by you as a suitable source of quarry rock for surfacing materials, we decided to set up our crushing plant there and produce the required rock for this project at that site. After building the crushing plant and doing considerable road work, drilling and blasting, it was determined that this site is entirely unsuitable as a source of crusher material.

After finding our original quarry site unsuitable, we immediately prospected other sources and found suitable material in the site two miles east of the project. We have moved our plant and are now operating in this quarry.

The plant moving operations put our rock production twenty-three (23) days behind schedule. In the event an extension of time is requested to complete this project, we trust you will take this delay into consideration.

Very truly yours,

F. L. Somers

F. L. Somers.

cc: S. P. Jones
cc: Mr. Chandler

FLS/jd

REFERRED TO
Williams
BY SECRETARY

RECEIVED
SEP 25 1947
OREGON
STATE HIGHWAY COMMISSION

Copy made for H. G. Smith

RECEIVED
AUG 7 1947
FOR FILING

S-81-1
2147

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 5, 1947

SUBJECT:

To: Memorandum to Mr. J. M. Devers

This morning Mr. W. E. Chandler called from Klamath Falls with regard to the Midland-Mac's Store Project on the Lower Klamath Highway, stating that the Company was refusing to move its power poles until definitely promised that the Company would be reimbursed for the expense. The poles are in the old right of way, but it appears that they have some sort of a franchise from the County obligating the County to bear the moving expense. Mr. Chandler is sending in a copy of this franchise or permit.

It was Mr. Chandler's desire that the poles be moved immediately as the State's contractor is being delayed and that the question of the bearing of the expense be left to later determination. In accordance with a suggestion made by Mr. Chandler I called Mr. Paul Farrens, Attorney for California-Oregon Power Company, and at his suggestion I sent a telegram to the Power Company reading as follows: "Imperative that your poles on the Lower Klamath Lake Highway be moved immediately to avoid delays to State's contractor. If investigation shows that State should be responsible for proper cost reimbursement will be made."

J. W. DE SOUZA
Assistant Counsel

JWD:avh
cc - W. E. Chandler
H. G. Smith
S. H. Probert

Note: Subsequent to dictating the above, Miss Pauline Welch talked with Mr. Chandler over the telephone and has given me the following memorandum: "Mr. Chandler said he had talked with Mr. Farrens and that Mr. Farrens had told the Company to go ahead. The California-Oregon Power Company does not have a franchise. The County surveyor said they had never paid the power company for moving anything. Mr. Chandler said that all there was was the general law about power companies on county roads and he referred you to Section 112-501, O. C. L. A."

It would appear that this disposes of the matter, and this memorandum is merely written for the record on the project.

J. W. DE SOUZA
Assistant Counsel

RECEIVED
JUL 17 1947
FOR FILING

S-81(1)

July 16, 1947

Mr. F. L. Somers
805 Market Street
Klamath Falls, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2917 which was awarded to you on June 23, 1947 by the State Highway Commission, covering Lower Klamath Lake Section of the Lower Klamath Highway, in Klamath County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUL 21 1947
FOR FILING

S-81 (1)

July 9, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In conformance with federal aid requirements, it is hereby agreed that the State will install reflectorized advance warning signs and reflectorized cross-buck signs at the grade crossing at Station 354+30 of the Lower Klamath Lake Highway Project, S-81 (1).

This installation will be made prior to completion of Project S-81 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

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JUL 15 1947
FOR FILING

S-81-1

July 7, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 2, 1947, on Contract No. 2917, Lower Klamath Lake Section, in connection with Federal Aid Project No. S-81 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:GS

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AUG 8 1947
FOR FILING
5-81(1)

#2917

June 23, 1947

Mr. F. L. Somers
805 Market Street
Klamath Falls, Oregon

Dear Mr. Somers:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing, and oiling on the Lower Klamath Lake Section of the Lower Klamath Secondary Highway, in Klamath County. This award was based on your low bid of $169,754 submitted on June 17, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ss
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
Building

get confirmed

Charge to the account of ________________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 23, 1947
2:00 p.m.

F. L. Somers
805 Market Street
Klamath Falls, Oregon

State Highway Commission awarded you today contract for Lower Klamath Lake Section of Lower Klamath Secondary Highway, Klamath County, based on your low bid submitted June 17, 1947. Contract forms follow shortly.

H. B. Glaisyer,
Secretary, OREGON STATE HIGHWAY COMMISSION

cc
Charge

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

S-81(1)

WESTERN UNION

(06)

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA137 GOVT PD=PORTLAND ORG 23 1240P. 1947 JUN 23 PM

R H BALDOCK=
STATE HIGHWAY ENGINEER S

RECEIVED
JUN 24 1947
FOR FILING

AS REQUESED HEREWITH CONCUR TODAY IN AWARD CONTRACT TO F. L. SOMERS LOW BIDDER OREGON S-81(1). LOWER KLAMATH LAKE PROJECT=

T M DAVIS=

S-81(1)=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

June 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With your concurrence, contract for the Lower Klamath Lake Project, S-81 (1), will be awarded to F. L. Somers of Klamath Falls on Monday, June 23.

All rights of way are acquired.

If award of contract as above indicated meets with your approval, please so advise by telegram.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:lh

RECEIVED
AUG 13 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[redacted]
PORTLAND 8, OREGON

S-81-1

May 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-81(1), Lower Klamath Lake Section of the Lower Klamath Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in contract award will be withheld until right-of-entry has been acquired to all unobtained right-of-way and your written agreement to install reflectorized advance warning signs and reflectorized crossbuck signs at the grade crossing at Station 354+30 prior to completion of the project. It is suggested that the base course of 2-1/2" - 0" crushed rock should be constructed in two lifts instead of one to obtain better compaction. Please submit revised special provisions to accomplish this revision.

We have reduced the requested Federal funds in your May 23rd project estimate from $114,000 to $99,214 so as to coincide with Item 9 of the approved revised 1946 Secondary Program dated January 21, 1947.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JUL 9 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 2 1947
FOR FILING

1-21-1

#4869

May 24, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of May 20th concerning the Lower Klamath Highway Project, Project No. S-81 (1).

We are agreeable to accepting your suggestion that the type of wearing surface be changed from 0-11 to 0-9.

The well on the right of way line at Station 59 constitutes no problem and requires no special treatment.

Drainage facilities between Stations 77 and 144 are being increased by the addition of 18" pipe culverts at Stations 91 and 114.

Plans for the project have been changed to conform with the foregoing.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:SM

4869

RECO[illegible] OF ASSIGNMENT

DESCRIPTION: Letter 5-20-47 from T. N. Davis re Oregon Project S-81 (1), Lower Klamath Highway

DATE: 5-22-47

ASSIGNED TO: N. C. SMITH

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
x (Investigation and such action as is necessary
(Please prepare reply for my signature
(

REPORT RECEIVED: 5-26-47

REMARKS: HJ

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PORTLAND 8, OREGON

May 20, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
HG Smith
By Chief Engineer
Prepare answer

Dear Sir:

We have made an advance review of the P.S.& E. documents for Oregon Project S-81(1), Lower Klamath Highway.

Proposed expenditure of over $208,000 on the project or approximately $30,000 per mile appears high in view of the local nature of the road and comparatively limited amount of traffic served.

As a means of reducing costs we suggest that the oil mat be changed from Type O-11 to Type O-9. The lower type should be adequate for limited traffic. Fixed

In checking the plans, we find that clarification is needed regarding the following items:

1. In the absence of any mention in the plans or special provisions, may we assume the well on the right-of-way line left of Station 59 requires no special treatment. Yes

2. Why is no cross drainage necessary between Stations 77 and 144?

Added - Sh. 6
18" - 36' - Sta. 91
18" - 38' " 114

Equation Station 63+25.1 on Plan Sheet 1 should be 63+52.1. Fixed

We will hold the documents without action pending receipt of further information.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 21 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Project

FG-186(14) (Merle U'Xing) Railroad 1947
Grade Separation, Sunset Hwy.
#2918

RECEIVED
MAY 1 1952
FOR FILING

FG 108(14)

2918

April 25, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Mr. Polk:

Re: Merlo Grade Separation
F.A.P. Oregon FG 108(14)

In answer to inquiries contained in your memo of February 21, 1952 please be advised as follows:

1. Credit for ties returned to the railroad should be as shown in your memo of February 21, 1952.

2. Credit for ties used on the shoofly trestle and turned over to the state is reflected in the entire credit allowed for shoofly lumber as shown herein.

3. Items 1 and 2 above reflect credits for all ties involved in the work except for those that remain as a part of the finished overcrossing structure.

4. Freight rates in the railroad's fill should be corrected to the 5 mills per ton mile rate as allowed by G.A.M. 299.

5. Credits for materials salvaged from the temporary trestle should be as follows:

   (a) Structural Steel: The steel beam span used in the shoofly was furnished by the state without charge. Under contract 2855, bid item 16, the contractor was paid $3200 for necessary alterations to the beam span, moving the span to the site and placing it in the trestle. The entire span was removed from the trestle and returned to the state under contract 2918. Inasmuch as the span was furnished the project without cost, no credit is involved.

(b) Lumber: Salvage value on lumber removed from the trestle and turned over to the state is shown in the following table.

Item	No.	Desc.	M-BM	Price In	Price Out	Sal. Val.
Caps	23	14x14-14'	5.259	79.20	59.40	312.38
Caps	6	12x14-14'	1.176	75.00	56.25	66.20
Caps	16	12x12- 5'	.960	67.00	50.25	48.24
Caps	2	6x 8-12'	.096	65.00	48.75	4.68
Bulkheads	6	4x12-14'	.336	65.00	48.75	16.38
Bracing	48	3x10-P/L	1.990	65.60	49.20	98.30
Stringers	100	8x18-P/L	16.072	82.50	61.88	1,066.04
Ties Sel. SP	29	10x10-10'	2.417	69.10	51.83	125.27
Ties Other	270	8x8-10'	14.400	66.15	49.61	714.38
Guard	2	6x8-P/L	.263	65.00	48.75	12.82
			43.777			2,464.69

(c) Piling: Piling used in the trestle were driven practically to 100% penetration in earth were cut off at ground line, and the piles in the ground were not removed when the trestle was dismantled as removal would have cost more than the salvage value.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: C. S. Paxton

RECEIVED
2 1 1951
FOR FILING

FG-186(14)

2918

February 5, 1951

2406
2457

Spokane, Portland and
Seattle Railway Company
1101 N. W. Hoyt Street
Portland (7), Oregon

Attention: Mr. C. E. Broeder
Auditor Miscellaneous Accounts

Gentlemen:

Reference is made to your letter of January 15 concerning the retained percentage on your bill for work performed by your forces on the Merle Grade Separation Project.

We recently received a letter from the U. S. Bureau of Public Roads concerning their audit of your accounts and requesting additional information on some of the items included in your bill. This information has been furnished to them and accordingly there should be no further delay in our receiving a final report from them concerning their audit.

Upon receipt of this report, your retained percentage can be released adjusted of course to conform with the findings of the audit.

We will make every effort to expedite this release as much as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

JWM:md

RECEIVED
FOR FILING

February 1, 1951

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Marle Undercrossing
F.A.P. No. FG-186 (14)

This is an answer to your inquiry of January 3rd for information on certain items in the utilities bills which were a part of our final voucher on the project.

Reference is made to Item 1, Form FA-2, the items of labor in the amount of $66.76 and motor car rental in the amount of $0.65 should be deleted from the railroad bill and from the claimed participating items as they represent the cost of items of work performed by the railroad company for the contractor. When we make our final settlement with the railroad company we will advise them as to why the items were deleted and that they should bill the contractor for the work. This will bring this particular part of Item 1 in line with our letter of November 8, 1950. The rest of the billing under Item 1 should remain as a part of the participating items as our resident engineer advises us that labor, supplies, etc. as billed were for work done by the railroad company in shifting the track on the filled portion of the shoofly, which was definitely not a part of the work to be done by the contractor.

Reference is made to Item 2, Form FA-2. The questions on the billing for this item is apparently the result of a change in the schedule of work as outlined at the time the plans and specifications were prepared as against the schedule of work as it was performed. When the new structure was completed and the shoofly was dismantled, the railroad company arranged their train schedules to permit the shifting of the rail from the shoofly trestle to the permanent structure, rather than furnish the additional rail required to lay the two lines of track. This procedure undoubtedly resulted in a saving to the railroad company and, at the same time, cut out the work of picking up, hauling and storing the rail by the contractor as originally planned. No deduction was made from the contractor's bid prices for eliminating this part of the work from the contract. It appears to us that the railroad should be paid for this work, and to prevent a duplicate billing for participating items, there should be deducted from the participating items the estimated cost of the work eliminated from the contract. Our resident engineer advises us that the contractor pulled the rail spikes and broke the rail joints before the railroad company shifted the rail. A fair estimate of the cost of moving and storing the track material would be 50 cents per lineal foot of track, or $131.50 for the 263 feet of shoofly trestle.

The auditor's report on Item 3, Form FA-2, is correct. The costs of all watching and flagging are an obligation of the state and should not be included in the participating items.

All equipment rental rates, Items 4, 5, 6, 9, 10 and those included in other items, Form FA-2, should be corrected to the allowable amounts.

Items 7 and 11, Form FA-2, should be directed to the railroad company's attention as noted by the auditor and your letter.

With regard to the credit for ties in Item 8, Form FA-2, three sets of ties were involved in the work. They are as follows:

1. The railroad company's ties in the original main line.

2. The ties furnished under Contract 2853 for the shoofly trestle plus the 40 extra by the contractor for the track on the filled portion of the shoofly and plus the 28 additional ties furnished by the railroad company for the track on the filled portion of the shoofly; and

3. The ties furnished under Contract 2918 for the track over the new permanent structure.

These three sets of ties were disposed of in the following manner:

1. Item 1 (above) plus the 28 furnished by the railroad company under Item 2 were picked up by the railroad company;

2. All ties furnished under Contract 2853 were turned over to the state; and

3. The ties furnished under Contract 2918 remain as a part of the permanent new structure.

The railroad company's billing for ties should be considered and corrected to conform to the above. The auditor's comments on credits for other track materials cited under this item are in order.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GAO:gm
cc G. S. Paxson

ASSIGNMENT

7, 1951

No. 2437 [illegible]
By

cription: Letter of January 15 by C. E. Broeder of S. P. & S. Company asking if there is any further information regarding payment of retained percentages on Merle grade separation project

Acknowledged by ----- Referred to L. E. Nash ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxxxPlease prepare for Williams'

signature

Assignment executed 2-5-51 Report received
mar

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM 1804

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY

ACCOUNTING DEPARTMENT

1101 N. W. HOYT STREET, PORTLAND 7, OREGON

L. W. ALBERTSON
COMPTROLLER
H. L. KENDALL
AUDITOR DISBURSEMENTS
E. C. MICHELSEN
AUDITOR REVENUE ACCOUNTS
C. E. BROEDER
AUDITOR MISCELLANEOUS ACCOUNTS
G. C. GRAHAM
AUDITOR MACHINE SECTION

January 15, 1951

FILE NO. MA-B 200-0

A-135

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. W. C. Williams

Gentlemen:

Please refer to your letter of November 8, 1950 and advise if you have any further information with regard to payment of retained percentages on Merle grade separation project.

Very truly yours,

C E Broeder

Auditor Miscellaneous Accounts

msw

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
NOV 10 1950
FOR FILING

F-186 (14)

2918

November 8, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: North Plains-Barnes Road
Sunset Highway
F.A.P. No. F-186 (14)

In reply to your letter of July 26 please be advised that we returned the S.P.&S. Railway Company's bills for work on the Merle Undercrossing to our resident engineer on the projects. He advises that further analysis of the payrolls discloses that on July 11, 1947, Section Gang No. 119 was engaged in laying rails on the shoofly trestle which work should have been charged to the contractor.

Each member of the crew worked eight hours on July 11, 1947. The crew consisted of the following:

Edward A. Rasmussen, Foreman	$206.90 Mo.	0.995 Hr.	7.96
Walter Vandecoevering			0.845
Raymond I. Wescott			0.845
Carl W. White			0.845
Victor H. Wright			0.845
Oren V. Fair			0.845
Eugene A. Rasmussen			0.825
Sylvester W. Vandersander			0.825
Walter E. Waldo			0.805
	Total cost per hour		7.675

8 hours at 7.675 = $61.45 overcharge.

Sec: Const.
Projects
Grade Lining 11-8-50
Vadis & Miesle

The total amount which was paid by the State, but which should have been paid by the contractor was eight hours at $7.675 or $61.45.

The above amount is included in the Railroad Company's bill number E10,416 dated October 31, 1947 and should not have been included in our voucher as a participating item.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

WAR:lc
cc W. A. Reeves

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 26, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher covering North Plains-Barnes Road Section of the Sunset Highway, Oregon Federal-aid Project F-186(14) your contract No. 2853 and also reference is made to the agreement with the Oregon Electric Railway Company all pertaining to the Merle Railroad undercrossing structure. Reference is made to the Special Provisions of Contract No. 2853; it will be noted that on the bottom of page 6 under heading "lumber" the contractor is required to "furnish--and lay all rails required for the construction of the shoofly trestle." On page 7 the last paragraph under "specifications" also requires the contractor to load, transport to and place the rails on the shoofly trestle as a part of the work to be done under this item. It further states that placing the rail will be classified the same as placing other hardware in lumber and payment therefore will be included in the price bid per M-FBM for lumber.

In preliminary review of the final voucher it is noted that this same placing of rail is included in the railway bill as part of the reimbursement claimed by them for their work on this shoofly trestle. Further action toward auditing this voucher will be withheld pending your comments and explanation as to your interpretation as to the meaning of these paragraphs of the "Special Provisions."

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

RECEIVED
APR [illegible]
FOR FILING

ALASKA
~~MONTANA~~
OREGON
IDAHO
WASHINGTON FG-186 (14)

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 15, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FG-186(14)
Merle Undercrossing

Dear Sir:

Enclosed for your files is an executed copy of the modification of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Lon

Oregon Federal Ai[illegible]lway-Highway Project No. FG-[illegible]4) WA8pr 7350

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 19, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Railway-Highway Project No. FG-186(14); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $130,000.00 to $136,600.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read as follows:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty-six thousand, six hundred and 00/100 dollars ($136,600.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty-six thousand, six hundred and 00/100 dollars ($136,600.00), which does not exceed the authorized Federal pro rata share of one hundred thirty-nine thousand, one hundred seventy-two and 00/100 dollars ($139,172.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 20, 1950.

Attest

SECRETARY

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer
U. S. Bureau of Public Roads

Oregon Federal Aid Railway-Highway Project No. FG-186(14).

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APR 7
FOR FILING

FG - 186 (14)

February 3, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Merle Undercrossing, Project No. FG-186 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 1, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Washington

FA or FAS Route No. FA-27

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	65	FG-186(14)	Oregon Electric R.R. 5 mi. E. North Plains	Survey-Plans					Underpass at O.E.R.R.
				Right-of-Way					
				Construction	139,172	130,000	9.172		
				Total	139,172	130,000	9.172	0.00	
Requested Revision	65	FG-186(14)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	139,172	136,600	2.572		
				Total	139,172	136,600	2.572	0.00	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase Federal funds to represent more nearly permissible prorata amount.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-186 (14)

MERLE UNDERCROSSING ON THE
SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 24, 1950

Code Type No. 1631

Railroad Undercrossing (Sub-structure)(Sta. 2840+38.5)(Contract No. 2853)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
380	cu. yds.	Structural Excavation	$ 8.00	3,040.00
25	cu. yds.	Structural Excavation Below Elevations Shown	10.00	250.00
13,000	lin. ft.	Furnish Treated Piling	1.50	19,500.00
246	only	Drive Treated Piles	50.00	12,300.00
540	cu. yds.	Class "A" Concrete	44.00	23,760.00
39,000	lbs.	Metal Reinforcement	0.10	3,900.00
				$ 64,750.00

Shoofly Trestle

All Required		Structural Steel		$ 3,200.00
4,200	lin. ft.	Furnish Untreated Piling	$ 0.75	3,150.00
109	only	Drive Piles	50.00	5,450.00
50	M-FBM	Untreated Lumber	250.00	12,500.00
				$ 24,300.00

All Required		Work To Be Performed by Railroad Company Forces		$ 2,080.00

Railroad Undercrossing (Super-structure)(Sta. 2840+38.5) (Contract No. 2918)

202,000	lbs.	Structural Steel	$ 0.145	$ 29,290.00
1.5	M-FBM	Untreated Lumber	300.00	450.00
9.0	M-FBM	Treated Lumber	350.00	3,150.00
All Required		Remove Shoofly		2,500.00
				$ 35,390.00

Subtotal	$126,520.00
10% Engr. & Cont.	12,652.00
Total	$139,172.00

Length of Structure 0.00 mile

Federal Aid Funds-	$136,600.00
State Funds-	2,572.00
	$139,172.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
SEP - 1 1948
FOR FILING

FH-186(14)

2918

August 31, 1948

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 19 days, from June 1 to June 19, 1948, within which to complete your contract No. 2918 covering the Merle Grade Separation Superstructure on the Sunset Highway in Washington County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

RECEIVED
AUG 30
FOR FILING

FG-126 (14)

#3918

August 30, 1948

Mr. C. E. Broeder
Accounting Department
Spokane, Portland and Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

In regard to your file MA-B 200-0 A-1122 relative to payment of bills, I am sorry that payment has been so long delayed.

I am advised that the bills were very difficult to check, but this should not have resulted in so long a time elapsing before final payment.

This account has now gone to the auditor for the State Highway Department and it seems he needs some additional supporting data from your office. This, I am told, has been brought to your attention by telephone and the supporting data is being submitted promptly. As soon as this data has been received we will forward a voucher to you for signature after which payment will be made promptly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
cc - G. S. Paxson

RECEIVED
AUG 26 1948
OFFICE OF
SIGNING ENGINEER

Mr Williams

These bills have been checked and was passed to accounting dept for payment yesterday August 25th

W A Keane

NOTED
W. C. WILLIAMS

FORM 1904

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY

L. W. ALBERTSON, COMPTROLLER
H. L. KENDALL, AUDITOR DISBURSEMENTS
E. C. MICHELSEN, AUDITOR REVENUE ACCOUNTS
C. E. BROEDER,
AUDITOR MISCELLANEOUS ACCOUNTS

ACCOUNTING DEPARTMENT

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

File MA-B 200-0
A-1122

August 13, 1948

RECEIVED
AUG 16 1948
OREGON STATE HIGHWAY COMMISSION
[illegible]

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Our personal letter to you dated June 9, 1948, tracing for payment of several Oregon Electric Railway Company bills for expense incurred in connection with construction of highway project at Merle, Oregon, was replied to on June 14 by Mr. W. C. Williams during your absence.

Previous to our letter of June 9 we had on several occasions endeavored to secure payment of these bills, without success. Our representative at Salem was asked to call at your office about them and did so. Each time we were assured that payment would be forthcoming in a week or so.

It is very disappointing to us that our dealings with the Commission in the matter of collections is so unsatisfactory, since in the ordinary course of business procedure a reasonable credit practice is usually followed and depended upon.

It is sincerely hoped that this letter may finally result in action being taken to clear the delinquencies from our accounts, even though we are aware that 10% will be withheld indefinitely until audit of the project is complete.

At this time I wish also to call attention to unpaid SP&S Ry.Co. bill S-4620, amount $590.04, for costs incurred on the Vadis, Oregon project, bill having been sent to your office May 14.

Very truly yours,

C. E. Broeder

Jane ask
Bill Reeves to try to
get checked this
week.

RECEIVED
JUL 23 1948
FOR FILING

7H-186 (14)

July 21, 1948

State Highway Commission

Request for Extension of Time
No. 4
August 9 and 10 meeting

Gentlemen:

Re: Time Extension Merle Grade Separation
on the Sunset Highway in Washington County
(Contract No. 2913)

Herewith a request from Birkemeier & Samuel, contractors for the construction of the Merle Grade Separation on the Sunset Highway in Washington County, our Contract No. 2913. This request is for an extension from June 1, 1948 to June 19, 1948 for the purpose of completing the removal of the shoofly bridge which carried the railroad around the new structure during construction. The new bridge was completed well within the previous time extension. The ground over which the material from the shoofly bridge had to be hauled was so soft that we allowed the contractor to defer the removal of the old bridge until the ground had dried.

We would recommend that this extension be granted without penalty to the contractor. The concurrence of the Public Roads Administration in this recommendation is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP RD
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
JUL 20 1948
FOR FILING

7B-186 (14)

2918

July 19, 1948

General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2918 for work on the Merle Grade Separation on the Sunset Highway, in Washington County, has been completed by the contractor, Birkemeier & Saremal, and that final payment in the amount of $4,236.65 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $36,849.90, and that no force account work was performed therein. This contract was completed on June 19, 1948 but has not been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

7-19-48 g

RECEIVED
JUN 15 1948
FOR FILING

#2918

June 14, 1948

Mr. Robt. Crosbie, Comptroller
Spokane, Portland and Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Mr. R. H. Baldock is out of the state for a short period of time so I am replying to your letter of June 9, having reference to payment of bills incurred in connection with highway project at Merle, Oregon, your file GA-B 200-0 A-775.

We have requested that the checking of these bills be expedited so that payment may be made and I am advised that every effort will be made to have them completed within the week.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW/ds

FORM 1604

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY

ACCOUNTING DEPARTMENT

ROBT. CROSBIE, COMPTROLLER
L. W. ALBERTSON, ASSISTANT COMPTROLLER
H. L. KENDALL, AUDITOR DISBURSEMENTS
E. C. MICHELSEN, AUDITOR REVENUE ACCOUNTS

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

File GA-B 200-0
A-775

June 9, 1948

PERSONAL ✓

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Your personal attention is directed to our inability to secure payment of nine Oregon Electric Railway Company bills aggregating $4407.11 for expense incurred in connection with highway project at Merle, Oregon, the charges originating between May and December 1947.

Information given to our representative at Salem about a month ago was that your employes were too busy to check the bills. It would therefore be appreciated if you could take action with ultimate result of placing our records on a reasonably current basis as far as the Commission's account is concerned.

Very truly yours,

Robt. Crosbie
Comptroller

RECEIVED
APR 4 - 1950
FOR FILING

ASSIGNMENT No. 118
WOW

DESCRIPTION: Let. 4/6/48 from Robt. Crosbee, Comptroller, for SP and S Railway Co. re. project at Merle, Oregon

DATE: 4/7/48 ASSIGNED TO: PAXSON

- ☒ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date ______________
- ☐ ______________ (Vchs Rcd'd 3-29-50 M.E.)

REPORT RECEIVED: This project is paid with exception of 10% retainage. 10% withheld pending P.R.A. audit

REMARKS:

RECEIVED
JAN 22 1948
FOR FILING

FG-186 (14)

January 21, 1948

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 180 days, from November 30, 1947 to June 1, 1948, within which to complete your contract No. 2918 for the Merle Railroad Grade Separation Structure on the Sunset Highway in Washington County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

NOTED ON CARD
1-21-48 gl

RECEIVED
[illegible]
FOR FILING

FG-186(14)

December 16, 1947

Oregon State Highway Commission

Gentlemen:

I hand you herewith a request of Birkemeier & Saremal for an extension of time from November 30, 1947 to June 1, 1948 on their Contract No. 2716, Morie Railroad Grade Separation.

The Contractor has completed all work on the structure with the exception of painting. In late October the weather was not suitable for satisfactory painting and the Contractor was requested to defer the painting work until suitable weather occurred.

There has been no additional cost to the State and the traveling public is not inconvenienced. I recommend that the extension be granted as requested without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams
H. G. Smith

RECEIVED
11 1947
FOR FILING

FG-186 (14)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
MONTANA
OREGON
WASHINGTON
Division 8

P.O. Box 3900
PORTLAND 8, OREG.

November 26, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FG-186(14)
Merle Undercrossing of O.E. Rwy.
Sunset Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 28 1947
OREGON
STATE HIGHWAY COMMISSION

for

2 (Revised 1946)

State Oregon WA8pr. 7350

Project No. FG-106(14)

Oregon Federal Aid Railway-Highway

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of April, 1946, a project statement, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 17th day of July, 1946; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty thousand and 00/100 dollars ($130,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 2, Laws 1920; Chap. [illegible], Laws 1929.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~[illegible]~~ Separation of grades at a crossing of the Oregon Electric Railway at survey station [illegible] in the SW 1/4, Section 23, T. 1 S., R. 2 W., W.M.,

, length 0.000 miles, in Washington County,

being Oregon Federal Aid / Railway-Highway project No. [illegible], consisting of 0.000 miles of

roadway and 000 railway underpass structure. ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty thousand and 00/100 dollars ($130,000.00), which does not exceed the authorized Federal pro rata share of one hundred thirty-nine thousand, one hundred seventy-two and 00/100 dollars ($139,172.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 729, Laws 1929.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By H B Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
Assistant STATE HIGHWAY ENGINEER

H B Glaisyer
SECRETARY

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379—2

NOV 25 1927

RECEIVED
NOV 17 1947
FOR FILING

F-[illegible]-186(14)

November 14, 1947

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 21, 1947, had under discussion your request for an extension of time of 30 days, from October 31 to November 30, 1947, within which to complete your contract No. 2918 for the North Plains-Barnes Road Section of the Sunset Highway, in Washington County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton

NOTED ON CARD

RECEIVED
FORM E-80 25M 7-47
FOR FILING

Files

FB-186(14)
3717

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1947

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Herewith application for an extension of time in the amount of 30 days, from October 31, 1947 to November 30, 1947, for the completion of the work on the superstructure of the Merle Grade Separation on the Sunset Highway in Washington County. The concurrence of the Public Roads Administration in this time extension is attached.

Very truly yours,

GSPaxson
G. S. Paxson
Bridge Engineer

GSP GM
Attached
cc W. A. Reeves

RECEIVED
OCT 29 1947
FOR FILING

FG-186 (14)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Merle Undercrossing Section, Project No. FG-186 (14).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:BM

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-186 (14)

MERLE UNDERCROSSING ON THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

Railroad Undercrossing (Sub-structure)(Sta. 2840+ 8.5)(Contract No. 2853)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
380	cu. yds.	Structural Excavation	$ 8.00	3,040.00
25	cu. yds.	Structural Excavation Below Elevations Shown	10.00	250.00
13,000	lin. ft.	Furnish Treated Piling	1.50	19,500.00
246	only	Drive Treated Piles	50.00	12,300.00
540	cu. yds.	Class "A" Concrete	44.00	23,760.00
39,000	lbs.	Metal Reinforcement	0.10	3,900.00
				$ 64,750.00

Shoofly Trestle

All Required		Structural Steel		$ 3,200.00
4,200	lin. ft.	Furnish Untreated Piling	$ 0.75	3,150.00
109	only	Drive Piles	50.00	5,450.00
50	M-FBM	Untreated Lumber	250.00	12,500.00
				$ 24,300.00
All Required		Work To Be Performed by Railroad Company Forces		$ 2,080.00

**Railroad Undercrossing (Super-structure)(Sta. 2840+ 8.5)
(Contract No. 2916)**

202,000	lbs.	Structural Steel	$ 0.145	$ 29,290.00
1.5	M-FBM	Untreated Lumber	300.00	450.00
9.0	M-FBM	Treated Lumber	350.00	3,150.00
All Required		Remove Shoofly		2,500.00
				$ 35,390.00

Subtotal	$126,520.00
10% Engr. & Cont.	12,652.00
Total	$139,172.00

Length of Structure 0.00 mile

Federal Aid Funds	$130,000.00
State Funds	9,172.00
	$139,172.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Commission

Federal Aid Grade Crossing
Project No. FG-186 (14)

MERLE UNDERCROSSING ON THE
WOLF CREEK HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 11, 1946

Railroad Undercrossing (Structure, Sta. 2840+38.5)

All Required		Shoring, Cribbing, Etc.		$ 2,800.00
500	cu. yds.	Structural Excavation	$ 3.50	1,750.00
40	cu. yds.	Structural Excavation Below Elevation Shown	7.00	280.00
8,000	lin. ft.	Furnish Treated Piling	1.30	10,400.00
155	only	Drive Treated Piles	23.50	3,642.50
356	cu. yds.	Class "A" Concrete	37.00	13,172.00
22,000	lbs.	Metal Reinforcement	0.07	1,540.00
135,000	lbs.	Structural Steel	0.10	13,500.00
1.5	M-FBM	Untreated Lumber	128.00	192.00
5.5	M-FBM	Treated Lumber	240.00	1,320.00
				$48,596.50

Shoofly Trestle

3,200	lin. ft.	Furnish Untreated Piling	$ 0.25	$ 800.00
75	only	Drive Piles	28.00	2,100.00
33	M-FBM	Untreated Lumber	150.00	4,950.00
				$ 7,850.00
All Required		Work to be Performed by R.R. Co's. Forces		$ 2,080.00
			Subtotal	$58,526.50
			10% Engr. & Cont.	5,852.65
			Total	$64,379.15

Length of Structure 0.00 mile

Federal Aid Funds Requested- -$64,379.15

WORK TO BE PERFORMED BY RAILROAD COMPANY'S FORCES

Ballast- -	$ 1,295.00
Shift Tracks to Shoofly- - - - - - - - - - - - - -	320.00
Restore Tracks - - - - - - - - - - - - - - - - - -	240.00
Move Power Poles - - - - - - - - - - - - - - - - -	225.00
	$ 2,080.00

MERLE UNDERCROSSING

PROJECT NO. FG-186 (14)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 11, 1946

FG-186(14)

FORM 1912

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

A. J. WITCHEL,
SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

PORTLAND 7, OREGON

12

RECEIVED
JUN 17 1946
OREGON STATE HIGHWAY COMMISSION

June 14, 1946

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. G. S. Paxson
Bridge Engineer

Dear Mr. Paxson:

Referring to your enquiry of June 1st, requesting information of estimated cost of track work in connection with temporary line change at Merle, in order to provide for the construction of grade separation at that point. The estimate follows:

Station 107+36 to 108+88 - 152 feet)
Station 110+83 to 112+52 - 169 feet) Total, 321 feet.

		Labor	Material
Throw 321 feet of track	@ 1.00	321.00	
Lift, line & surface 321'	@ .75	241.00	
200 cu. yds. prepared gravel	@ .95		190.00
Freight, Scappoose to Willbridge			168.00
Work train, 12 hours			241.00
Car rent, 5 x 3.50			18.00
Unload ballast		20.00	
Supervision, use of tools & RR Ret. Tax 16½% of $582.00		96.00	
		678.00	617.00
			678.00
			1295.00

To this is to be added the cost involved in the track metal, which we estimate to be as follows:

				Recoverable
392	Ft. 90# rail 5.25 GT	@ 25.00	131.25	131.25
12	Prs. 90# angle bars	@ 1.63 Pr.	19.56	19.56
48	1-1/16" x 5-1/4" bolts	@ 5.82 Cwt	6.23	
48	1-1/16" nut locks	@ 4.05 C	1.94	
332	8" x 8½" tie plates	@ 1.78 Cwt	50.23	50.23
600	Lbs. 5/8" x 6" track spikes	@ 3.65 Cwt	21.90	
4	Compromise joints 75#/90#	@ 8.64	34.56	34.56
	Freight 16381#	@ .30 Cwt	49.14	
	Handling rail		5.25	
	Store expense		27.90	
			347.96	235.60 walk

	$347.96
Rail, angle bars, tie plates & comp. joints	235.60
	112.36
* 10% on $235.60	23.56
	135.92

You will note the above estimate provides for the loan of the rail, angle bars, tie plates and compromise joints; the balance of the track material we consider is not recoverable. The value of the recoverable material is $235.60, which, deducted from the total, leaves $112.36 loss. On the value of the recoverable items a charge of 10% of its value, or $23.56, is made for their use. Any loss of these items to be paid for.

It is understood your contractor will unload the rail and track material, and reload same following completion of the job, without cost to the Oregon Electric Railway.

Yours very truly,

A. J. Witchel
Chief Engineer

shouldnt this be 6%

RECEIVED
JUN 17 1946
OREGON
STATE HIGHWAY COMMISSION

1295
135.92
430.92

June 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement for the Merle Undercrossing, Project No. FU-186 (14).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

May 24, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate to accompany plans and specifications for the Merle Undercrossing, Project No. FG-186 (14).

Six bid proposals and five blue line prints of the plans summary sheet are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-186 (14)

MERLE UNDERCROSSING ON THE
SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 24, 1947

Railroad Undercrossing (Sub-structure)(Sta. 2840+38.5)(Contract No. 2853)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
380	cu. yds.	Structural Excavation	$ 8.00	3,040.00
25	cu. yds.	Structural Excavation Below Elevations Shown	10.00	250.00
13,000	lin. ft.	Furnish Treated Piling	1.50	19,500.00
246	only	Drive Treated Piles	50.00	12,300.00
540	cu. yds.	Class "A" Concrete	44.00	23,760.00
39,000	lbs.	Metal Reinforcement	0.10	3,900.00
				$ 64,750.00

Shoofly Trestle

All Required		Structural Steel		$ 3,200.00
4,200	lin. ft.	Furnish Untreated Piling	$ 0.75	3,150.00
109	only	Drive Piles	50.00	5,450.00
50	M-FBM	Untreated Lumber	250.00	12,500.00
				$ 24,300.00
All Required		Work to be Performed by Railroad Company Forces		$ 2,080.00

Railroad Undercrossing (Super-structure) (Sta. 2840+38.5)

202,000	lbs.	Structural Steel	$ 0.17	$ 34,340.00
1.5	M-FBM	Untreated Lumber	200.00	300.00
9.0	M-FBM	Treated Lumber	250.00	2,250.00
All Required		Remove Shoofly		7,500.00
				$ 44,390.00

Subtotal	$135,520.00
10% Engr. & Cont.	13,552.00
Total	$149,072.00

Length of Structure 0.00 mile

Federal Aid Funds -	$ 82,713.00
State Funds -	66,359.00
	$149,072.00

Oregon State Highway Department

Federal Aid Grade Crossing
Project No. FG-186 (14)

MERLE UNDERCROSSING ON THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1946

Railroad Undercrossing (Structure, Sta. 2840+38.5)

All Required		Shoring, Cribbing, Etc.		$ 2,800.00
380	cu. yds.	Structural Excavation	$ 3.50	1,330.00
25	cu. yds.	Structural Excavation Below Elevations Shown	7.00	175.00
13,000	lin. ft.	Furnish Treated Piling	1.30	16,900.00
246	only	Drive Treated Piles	23.50	5,781.00
540	cu. yds.	Class "A" Concrete	37.00	19,980.00
39,000	lbs.	Metal Reinforcement	0.07	2,730.00
				$49,696.00

Shoofly Trestle

All Required		Structural Steel		$ 1,600.00
4,200	lin. ft.	Furnish Untreated Piling	$ 0.25	1,050.00
109	only	Drive Piles	28.00	3,052.00
50	M-FBM	Untreated Lumber	150.00	7,500.00
				$13,202.00

All Required	Work to be Performed by R.R. Co's. Forces	$ 2,080.00
	Subtotal	$64,978.00
	10% Engr. & Cont.	6,497.80
	Total	$71,475.80

Length of Structure 0.00 mile

Federal Aid Funds Requested- $71,475.80

FORM E-30 25M 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 15, 1946

SUBJECT:

To: Mr. S. H. Probert
Office Engineer
Office

Dear Sir:

The contract recently awarded to Porter W. Yett for the Merle Undercrossing structure in Washington County does not include the steel girders and track superstructure. As soon as structural steel is available, we have agreed with the railroad company that these girders will be placed and the use of the shoofly trestle, which is included in the Porter W. Yett contract will be discontinued. Our estimate for the cost of the steel girders and track, together with the removal of the shoofly trestle is as follows:

Treated Lumber	17	M-FBM	at	250.00	4,250
Structural Steel	195,000	lbs.	at	0.14	27,300
Railroad Work, including restoration of tracks, moving of power poles, and removal of shoofly trestle and track		Lump Sum			5,000
		Subtotal			36,550
Plus 10% for Contingencies					3,655
		Total Construction Cost			40,205
Plus 10% for Engineering					4,020
		Total Cost			44,225

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP BG
cc H. G. Smith

RECEIVED
SEP 2 1947
FOR FILING
FG-186(14)

P.O. Box 3900

August 27, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Upon your request, Poole and McGonigle have furnished us one set of shop plans for the Merle Undercrossing, Oregon FG-186(14). These have been checked and they meet with our approval. A copy of this letter is being sent to Poole and McGonigle. No additional sets of plans are required.

Very truly yours,

T. M. DAVIS
District Engineer

McTee
WCW

[illegible] original sent Mr. [illegible]

RECEIVED
JUL 17 1947
FOR FILING

FG-186(14)

July 16, 1947

Birkmeier & Sarenal
301 Lewis Bldg.
Portland 4
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2918 which was awarded to you on June 23, 1947 by the State Highway Commission, covering the Merle Railroad Grade Separation on the Sunset Highway, in Washington County.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 8 1947
FOR FILING

F.G.-186 (14)

AGENDA
JUL 21 1947

June 24, 1947

Birkemeier & Harmel
442 Sherlock Building
Portland 4, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission yesterday awarded to you the contract for construction of a railroad grade separation structure on the Sunset Highway near Orenco, in Washington County. This award was based on your low bid of $35,390 submitted on June 17, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. H. Probert
Mr. G. S. Paxson

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

o the account of

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 24, 1947
11:25 a.m.

Birkemeier & Sarenal
442 Sherlock Building
Portland 4, Oregon

State Highway Commission awarded you yesterday contract for Merle Undercrossing on Sunset Highway near Orenco, Washington County, based on your low bid submitted June 17, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
JUN 27 1947
~~FOR~~ FILING

FG-186(14)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1947

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

The superstructure of the Merle Undercrossing in Washington County was recommended for award to Birkemeier & Saremal conditioned upon advice from them clarifying the price bid per M-F.B.M. for treated lumber. I am attaching hereto a letter from Birkemeier & Saremal confirming our interpretation that they had intended $350 per M-F.B.M. for this lumber. If and when the Public Roads Administration approves the award, this letter should clear up the matter.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

Attached
GSP GM
cc J. M. Devers
H. G. Smith
S. H. Probert
T. M. Davis

Wire recd from P.R.A. 6/24/47 concurring in award of this contract to Birkemeier Saremal as of 6/23.

Contract awarded 6/23/47

DAN BIRKEMEIER
MILWAUKIE PHONE 2-4011

BIRKEMEIER & SAREMAL
GENERAL CONTRACTORS
~~[illegible]~~ 301 Lewis Bldg.
PHONE ATWATER 4082
PORTLAND, OREGON

WM. SAREMAL
MILWAUKIE PHONE 2-8942

June 21, 1947

Oregon State Highway Commission
Mr. G. S. Paxson
Bridge Engineer
Salem, Oregon

Dear Mr. Paxson:

In regard to our bid of June 17th inst. construction of steel girders at the Merle Undercrossing in Washington County, beg to advise that we will accept the award based upon the unit price of $350.00 per thousand for treated lumber.

We are very sorry for the error in making out the bid. Thank you for correcting it and recommending the award.

Very truly yours,

BIRKEMEIER & SAREMAL

By Wm Saremal

[illegible] 1947

RECEIVED
JUN 7 1947
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

FG-186 (14)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
PORTLAND 8, OREGON

June 3, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved supplemental P.S.&E. documents for Oregon Project FG-186(14), Merle Undercrossing.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

Encl.

RECEIVED
JUN 4 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

Fg-186(14)

May 27, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FG-186(14), Merle Undercrossing on the Sunset Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorise your advertising for bids.

We have changed the "Employment Agency" designation on Page 8 of the special provisions from "United States" to "Oregon State" Employment Service.

Concurrence in award will be predicated on receipt of a statement by the contractor with his bid assuring a firm and satisfactory delivery date for the steel and also subject to receipt of acceptable prices.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
DEC 3 1946
FOR FILING

FG-186 (14)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
~~DISTRICT ONE~~
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

October 14, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project FG-186(14), Merle Undercrossing of the Oregon Electric Railway on the Sunset Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer

By H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
OCT 16 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 19 1946
FOR FILING

FG-186-14

xxxxxxxxxxx
Division 8

July 17, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. FG-186(14), Marie Undercrossing of the Oregon Electric Railway on the Wolf Creek Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorise your advertising for bids.

We have corrected the project designation from FG-161(14) to FG-186(14) in the "Structure Summary" on Plan Sheet 2.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
State Highway Engineer

Original sent to Portland

RECEIVED
JUL 9 1946
FOR FILING

FG 186-14

July 1, 1946

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Earle Undercrossing
FG 186 (14)

Herewith copies of an agreement between the State of Oregon and the Oregon Electric Railway Company covering the construction of the undercrossing of the railroad by the Sunset Highway on the Gardner Ranch-Berger Ranch Section in Washington County.

Attached hereto is a sketch map, our Drawing S-69. The Sunset Highway is an entirely new road between North Plains and the junction with the existing highway west of Portland. No existing grade crossings are to be closed by reason of the construction of the project. No connection is provided between the county road just west of the undercrossing and the Sunset Highway; this road being carried over the highway. No appreciable reduction in local traffic across the existing grade crossing to the north can be anticipated.

In view of these conditions, we find no benefits to the railroad from the project, and recommend that no contribution from the railroad be required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP GM
cc G. S. Paxson

Bethany

111-1006 Hay Cr.-Condon Sec., Wasco- 1947
Heppner Hwy.
#2919

RECEIVED
NOV 30 1948
FOR FILING

111-1006

2919

November 30, 1948

Mr. Vernie Jarl
Box 254
[redacted]

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of three days, from August 31 to September 3, 1948, within which to complete your contract No. 2919 for the Hay Creek-Condon Section of the Wasco-Heppner Highway in Gilliam County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. O. Smith

NOTED ON CARD

11-30-48

RECEIVED
NOV 30 1948
FOR FILING

III-1006

2919

November 29, 1948

Dooly & Co., Agent
General Casualty Company
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2919, for work on the May Creek-Condon Section of the Wasco-Heppner Highway in Gilliam County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $4,477.85 will be made on or after December 9, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $149,261.78, and that no force account work was performed therein. This contract was completed on September 2 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attention: Legal Dept.

NOTED ON CARD

11-29-48

RECEIVED
OCT 5 194[illegible]
FOR FILING

111-1006

2919

October 4, 1948

Oregon State Highway Commission

Request for extension of time
No. 6
November 3 and 4 meeting

Gentlemen:

Herewith a request from Vernie Jarl for an extension of time on Contract No. 2919, Hay Creek-Condon Section of the Wasco-Heppner Highway, from August 31, 1948, to September 3, 1948 - a total of four days.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc W. C. Williams
H. G. Smith

RECEIVED
SEP 29 1948
FOR FILING

111-1006

2919

September 29, 1948

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Vernie Jarl, on contract No. 2919, covering the Hay Creek-Condon Section of the Wasco-Heppner Highway in Gilliam County. This payment, in the amount of \$8,927.66; will be made on or after October 9, 1948. The retained percentage is \$4,477.85.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

9-29-48 gl

Form E-1—5M—8-47

111-1006

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

FINAL

2

For Week Ending Sept. 5, 1948, 19

Section Hay Creek-Condon

Highway Wasco-Heppner

Contractor Vernie Jarl

Date of Contract June 30, 1947, 19

Date work started Oct. 2, 1947, 19

Amount of contract $147,333

Kind of work Grading and Surf.

Section prefix 111-1006

Contract number 2919

Date of completion June 30, 1948, 19

Estimated date of completion Sept. 4, 1948, 19

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $147,333

Per cent of contract completed, based on total contract price 99.5 %

Engineering cost to date $11000, 7.5 %

Date project was completed Sept. 2, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished shaping stockpiles and cleaning site to day.

Road broomed for the last time to day.

RECEIVED
SEP 7 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED

Signed Kevin Laughlin

Address Condon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.55	5.55			
Miles partially completed	5.55	5.55			
Miles completed	5.55	5.55			
Total estimated quantities	84,000	28,000	2,500	2,840	
Estimated quantities moved or placed to date	84,000	28,000	2,500	2,840	
Average daily quantities					
Average daily quantities necessary to complete project on time				time is up	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ... %; .... County, ... %; .... County, ... %; .... County, ... %; .... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels........, Power graders........, Rollers........, Mixers........, Crushing or screening plants........

Compressors........, Bulldozers........, Sheep-foot rollers........, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JUL 19 1948
FOR FILING

111-1006

2919

July 14, 1948

Vernie Jarl
438 S. Roberts Ave.
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 62 days, from June 30 to August 31, 1948, within which to complete your contract No. 2919, covering the Hay Creek-Condon Section of the Wasco-Heppner Highway in Gilliam County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
7-14-48, gl

IT

RECEIVED
JUN 22 1948
FOR FILING

111-1006

2919

June 21, 1948

Oregon State Highway Commission

Request for Extension of Time
No. 4
June 28 and 29 meeting.

Gentlemen:

Herewith a request from Vernie Jarl for an extension of time from June 30, 1948 to August 31, 1948, on Contract No. 2919, May Creek-Condon Section of the Wasco-Heppner Secondary Highway.

Because of extremely wet weather and an extremely soft subgrade, the contractor was requested to suspend operations on the crushed rock base and bituminous macadam until such time as the subgrade became stabilized.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc - W. C. Williams
H. G. Smith

RECEIVED
JUL 28 1947
FOR FILING

111-1006

July 25, 1947

Mr. Vernie Jarl
Box 254
Gresham
Oregon

Dear Sir:

We enclose herewith two executed copies of contracts which were awarded to you on June 30, 1947 by the State Highway Commission, as follows:

Contract No. 2919, covering the Hay Creek-Condon Section of the Wasco-Heppner Highway, in Gilliam County.

Contract No. 2920, covering the Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway, in Linn County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Record

RECEIVED
AUG 8 1947
FOR FILING

111-1006

#2919

June 30, 1947

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Dear Mr. Jarl:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the following contracts on which you submitted the low bid at the letting on June 17, 1947:

Grading, surfacing, and oiling on the Hay Creek-Condon Section of the Wasco-Heppner Highway, in Gilliam County - $147,333.

Grading, surfacing, and oiling on the Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway, in Linn County - $132,353, using asphalt.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

harge to the account of ________________ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 30, 1947
2:50 p.m.

Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

State Highway Commission awarded you today contracts for Hay Creek-Condon Section, Wasco-Heppner Highway, Gilliam County, and for Crabtree Creek-Scio Section, Albany-Lyons Secondary Highway, Linn County, based on your low bids submitted June 17, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

so
Charge

S-223(2) Crabtree Creek-Scio Sec., 1947
Albany-Lyons Secon. Hwy.
#2920

RECEIVED

H. Baldock

NOTED

FINAL COST ANALYSIS

Crabtree Creek-Scio Section Vernie Jarl, Contractor Contract #2920
Albany-Lyons Highway J. E. Folston, Resident Engineer Prefix 122-1040

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing and Grubbing	All	L.S.			$2,627.64	$4,000.00
St. Excavation, Unclass.	1,683.74	Cu. Yd.	$0.70	$3.00	1,173.23	5,051.22
Tr. " "	500.35	" "	0.70	3.00	352.63	1,501.05
Gen'l. Excav., Unclass.	106,321.1	" "	0.18	0.23	19,188.30	24,453.85
Short Overhaul	395,430.9	Yd. Sta.	0.011	0.015	4,510.43	5,931.46
Long Overhaul	3,282	C-Yd. Sta.	0.38	0.60	1,247.61	1,969.20
Finish R/B & Slopes	2.89	Mile	424.17	600.00	1,225.86	1,734.00
Rounding Cutbanks	6,758	Lin. Ft.	0.12	0.15	788.35	1,013.70
12" Concrete Pipe	897	" "	1.21	2.00	1,084.41	1,794.00
18" " "	531	" "	2.53	2.50	1,340.88	1,327.50
24" " "	78	" "	3.48	4.50	271.57	351.00
30" Ex. Str. Concrete Pipe	123	" "	5.74	5.50	706.02	676.50
8" Perf. Metal Drain Pipe	5,200	" "	1.30	1.50	6,773.94	7,800.00
Rock Backfill in Drains	986	Cu. Yd.	4.11	4.50	4,053.18	4,437.00
Salvaging Culvert Pipe	45	Lin. Ft.	1.73	2.00	77.91	90.00
3/4"-0" Rock in Base and Shoulders	4,882	Cu. Yd.	2.82	2.20	13,766.61	10,740.40
Hauling Rock in Base and Shoulders	21,145.5	Yd. Mi.	0.12	0.15	2,470.75	3,171.83
Sprinkling	459	M-Gal.	1.77	3.00	812.63	1,377.00
1½"-3/4" Cr. Rock in S.P.	209	Cu. Yd.	2.65	2.50	553.35	522.50
3/4"-½" " " " "	520	" "	2.65	2.50	1,377.68	1,300.00
½"-¼" " " " "	387.6	" "	2.65	2.50	1,026.64	969.00
¼"-0" " " " "	315	" "	2.65	2.50	834.25	787.50
Hauling Cr. Rock, Pile Meas.	4,151.6	Yd. Mi.	0.11	0.15	464.07	622.74

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	2.98	Mile	$167.34	$200.00	$498.66	$596.00
3/4"-0" Rock in Binder Course	367	Cu. Yd.	3.73	3.75	1,367.35	1,376.25
Furn. & Place Aggregates	2,757	Cu. Yd.	3.98	3.75	10,983.25	10,338.75
Furn. & Place RC-3 in Seal	34.58	Ton	26.30	34.00	909.35	1,175.72
Furn. & Place RC-3 in Binder	45.00	"	30.09	34.00	1,354.14	1,530.00
Furn. & Place 121-150 Asphalt	181.55	"	29.70	34.00	5,392.21	6,172.70
PA #1, Quarry Run Rock, Truck Measure	902	Cu. Yd.	1.25	1.50	1,128.80	1,353.00
PA #2, Select Bar Run Gravel in Base	25,368	" "	0.42	0.60	10,745.79	15,220.80
Hauling Gravel	177,249.5	Yd. Mi.	0.11	0.15	19,735.94	26,587.43
PA #3, Cr. Rock in S.P.	266.8	Cu. Yd.	2.50	1.45	667.73	386.86
S.P. Screen Rejects	116.5	" "	0.25	0.25	29.13	29.13
EWP #1, Build Road at Quarry Site					222.44	236.62
					$119,762.73	$146,624.71

Gross Revenue	$146,624.71
Total Cost	119,762.73
Net Profit	$26,861.98

Net Profit Equals 18.3% of Gross Revenue

Detail of Cost

Labor:			
Supervision		$2,798.62	
Labor		28,086.85	
State Industrial Accident Insurance		911.12	
Social Security & Unemployment Insurance		837.00	
			$32,633.59
Materials:			
12" Concrete Pipe	897 lin. ft. at $0.75	$672.75	
18" " "	531 " " " 1.55	823.05	
24" " "	78 " " " 2.25	175.50	
30" Ex. Str. Concrete Pipe	123 " " " 3.75	461.25	
8" Perf. Metal Drain Pipe	5,200 " " " 1.00	5,200.00	
8" Bands	255 each at 1.42	362.10	
Cement		6.60	
Gravel Backfill		224.80	
Oil Rock		200.00	
3/4" - 0" Rock		838.00	
RC-3 Asphalt	79.58 ton at 15.50	1,233.49	
121-150 Asphalt	181.55 " " 18.00	3,267.90	
Freight on Asphalt	245.02 " " 2.80	686.06	
			14,151.50
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$22,529.70	
Equipment Rental, Hired (Includes Operators)		32,414.30	
Gas, Oil & Grease		6,410.76	
Explosives		2,348.45	
Drill Steel		1,151.35	
Contract Labor (Drilling Coyote Hole)		1,116.00	
Lumber		178.41	
Small Tools and Misc. Supplies		1,402.78	
Move In, Freight & Cartage		900.00	
Bond		794.12	
Public Liability and Property Damage Insurance		243.54	
Home Office and General Overhead - 3%		3,488.23	
			72,977.64
Total Cost			$119,762.73

Breakdown of Oiling Costs

Operation	Cost	Unit Cost
Heat	$496.15	$1.90
Haul and Spread	1,070.63	4.10
Freight on Asphalt	823.06	3.15
Asphalt	4,501.39	17.24
Prorates	764.47	2.93
Totals	$7,655.70	$29.32

Freight includes contractor's costs on hauling 16.10 tons which the contractor hauled from Portland in his own transport.

Average haul on oil from tank car to road was 4.1 miles. Oil was hauled from tank car in the distributor.

Remarks:

This was a federal aid project, the contract calling for the grading, surfacing and oiling of 2.89 miles of the Albany-Lyons Highway. Work was started on this project July 5th, 1947, and was completed June 3rd, 1948.

Clearing consisted of brush, scattered large oak trees and second growth fir. The clearing was done with a D-7 and D-8 dozer and a small crew of laborers. Some of the large ash stumps had to be blasted.

Most of the trench and structural excavation was done with a 3/8-yard trench hoe. This excavation was all common material, easy to dig and required only a small amount of hand labor so these items were done at a low unit cost.

General excavation was done with one D-7 with 12-yard scraper, one D-8 with 15-yard scraper, two DW-10's with 10-yard scrapers and a D-8 dozer. Grading operations started July 9th, and were completed September 18th. The material was all red hill soil with no rock or boulders. The contractor had good equipment operators and good progress was made on this item in spite of some wet material in one of the cuts.

The contractor started drilling a coyote hole in the specified state-owned quarry on July 15th. This rock was extremely hard and drilling progress was slow. Approximately 120 lineal feet of coyote hole, including tees, was drilled. The hole was loaded with 5,000 lbs. of powder, about 1.2 lbs. of powder per cu. yd. The shot was a complete failure and no rock was reduced to crusher size. The contractor shot down some rock west of the main rock outcropping and between this and some talus he was able to produce about 10,000 cu. yds. of rock from this source. Some crushed rock was purchased from Scio Sand & Gravel. Because of the failure of the shot in the quarry, costs on all crushed rock items are high. Price Agreement #2 was negotiated with the contractor to furnish selected bar run gravel in lieu of the 3" - 0" crushed rock base. The gravel was obtained from the state-owned pit at Sanderson Bridge.

All the work except oiling and some shoulder rock was completed on October 11th, and the job was shut down for the winter. The State maintained the road through the winter months.

The oiling crew moved in on the job May 10th, and began preparation of base. Equipment used on oiling and aggregate operations included: Bros. retort, Bosco 1,000-gal. distributor, Heiss loader, Scoopmobile, I-4 International tractor with broom, Hercules roller, Austin Western blade, 4 aggregate trucks and 2,000-gal. tender. Oil tank cars were spotted at West Scio 2.6 miles from the end of the project. Oil was shipped from Portland. The contractor hauled three loads from Portland in his own tender. Oiling was completed May 31st. Shoulders and maintenance were completed and contractor moved out June 3rd.

Good equipment and good supervision enabled the contractor to keep his costs low and show a good profit on this job in spite of the failure of his quarry shot.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

F.Too

RECEIVED
FOR FILING

S-223 (3)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 25, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	11695	2920	9-Final	Vernie Jarl	4,398.74	334062	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your notice of acceptance is on file with us.

aaw

ACCOUNTING DIVISION

By ~~Bookkeeping Dept.~~

NOTED ON CARD
8-25-48 jl

Approved H B Glaisyer
Secretary

RECEIVED
AUG 16
FOR FILING

2-223-(2)

August 11, 1948

Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This is to advise you that State Highway Contract No. 2920, covering the Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway in Linn County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $4,398.74 will be made on or after the 23rd of August.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $146,624.71, of which amount $236.62 represents force account items. This contract was completed June 3, and accepted by the Commission on June 29, 1948.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cw

cc - General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD
cw

RECEIVED
JUL 19 1948
FOR FILING

5-223 (2)

2920

July 13, 1948

General Casualty Company of America
General Insurance Building
Seattle 5, Wash.

Attention: Legal Department

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Vernie Jarl on contract No. 2920, covering grading and surfacing on Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway, in Linn County. This payment, in the amount of $5,600.89, will be made on or after July 23, 1948. The retained percentage is $4,398.74.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Q

Secretary

gl

cc: Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
7-13-48

NOTED
H. B. GLAISYER

5-223(2)

Form E-1—5M—1-46

50 - 52

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 12, 1948

Section Crabtree Creek - Scio

Kind of work Grading, Surfacing and Paving

Highway Albany - Lyons Secondary

Section prefix 122 - 1040

Contractor Vernie Jarl

Contract number 2920

Date of Contract June 30, 1947

Date of completion June 30, 1948

Date work started July 5, 1947

Estimated date of completion June 3, 1948

Amount of contract $132,353.50

Per cent of time elapsed 96 %

Estimated cost of completed project, exclusive of engineering $147,218.97

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $6500.00, 4.9 %

Date project was completed June 3, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project completed. Folston and Lacey working on final. This is the last report.

RECEIVED
JUN 15 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 14 1948
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
E. M. B[illegible]TH

Signed

Address Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.89	2.89			2.89
Miles partially completed					
Miles completed	2.89	2.89			2.89
Total estimated quantities	100,000	29,600		3020	
Estimated quantities moved or placed to date	106,321	25,000			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday	Cloudy		

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JUN 7 1948
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S-223 (2)

June 4, 1948

Mr. T. N. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 3, 1948 on Contract Number 2920, Crabtree Creek-Scio Section in connection with Federal Aid Project Number S-223 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: Oscar Cutler

DBP:nd

R H BALDOCK

November 17, 1947

Creek-Scio
[illegible]20
#2920

Cost Analysis to October 11, 1947
Grade, Surface and Oil
Vernie Jarl, Contractor
J. E. Felston, Resident Engineer

Albany-Lyons Highway
Prefix 122-1040

3 (1)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clear & Grub	All				$2,576.39	$4,000.00
Structural Excavation	1,470	Cu. Yd.	$0.79	$3.00	1,167.09	4,410.00
Trench "	433.1	" "	0.79	3.00	345.07	1,299.30
General "	100,000	" "	0.19	0.23	18,712.77	23,000.00
Short Overhaul	353,700	Yd. Sta.	0.012	0.015	4,307.31	5,305.50
Long Overhaul	2,525	Cu. Yd. Sta.	0.45	0.60	1,128.39	1,515.00
Finishing Roadbed & Slopes	2.89	Mile	412.53	600.00	1,192.20	1,734.00
Rounding Cut Banks	6,608	Lin. Ft.	0.12	0.15	765.40	991.20
12" Concrete Pipe	858	" "	1.24	2.00	1,066.60	1,716.00
18" " "	546	" "	2.54	2.50	1,387.34	1,365.00
24" " "	78	" "	3.53	4.50	275.64	351.00
30" Extra Strength Concrete Pipe	123	" "	5.84	5.50	718.16	676.50
8" Perf. Metal Pipe	5,200	" "	1.35	1.50	7,046.66	7,800.00
Rock Backfill in Drains	723	Cu. Yd.	4.52	4.50	3,266.21	3,253.50
Salvage Culvert Pipe	30	Lin. Ft.	1.25	2.00	37.39	60.00
3/4"-0" Rock in Base and Shoulders	4,448	Cu. Yd.	2.87	2.20	12,771.81	9,785.60
Hauling Rock in Base and Shoulders	19,000	Yd. Mi.	0.13	0.15	2,550.76	2,850.00
Sprinkling	456	M/Gal.	2.07	3.00	943.34	1,368.00
1½"-3/4" Cr. Rock in Stockpile	100	Cu. Yd.	2.57	2.50	257.34	250.00
3/4"-½" Cr. Rock in Stockpile	400	" "	2.57	2.50	1,029.34	1,000.00
½"-¼" Cr. Rock in Stockpile	400	" "	2.57	2.50	1,029.34	1,000.00
¼"-0" " " " "	300	" "	2.57	2.50	772.01	750.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Haul Crushed Rock, Pile Measure	3,400	Yd. Mi.	$0.13	$0.15	$466.45	$510.00
PA #1, Quarry Run Rock in Place	900	Cu. Yd.	1.29	1.50	1,160.00	1,350.00
PA #2, Gravel in Base	25,300	" "	0.43	0.60	10,911.10	15,180.00
PA #2, Haul Gravel in Base	177,360	Yd. Mi.	0.105	0.15	18,622.80	26,604.00
Materials on Hand:						
Oil Aggregates	2,700	Cu. Yd.	3.02	2.25	8,146.58	6,075.00
3/4"-0" Rock in Binder	320	" "	3.04	2.25	973.72	720.00
3/4"-0" Rock for Shoulders	419	" "	2.10	1.85	882.24	775.15
					$104,509.55	$125,697.75

Gross Revenue	$125,697.75
Total Cost	104,509.55
Net Profit	$21,188.20

Net Profit Equals 16.9% of Gross Revenue

Crabtree Creek-Scio
Contract #2920

Detail of Cost

Labor:

Supervision	$2,392.00	
Labor	24,005.90	
State Industrial Accident Insurance	778.93	
Social Security & Unemployment	715.63	$27,892.46

Materials:

12" Concrete Pipe	858	lin. ft.	at	$0.75	$643.80	
18" " "	546	" "	"	1.55	846.30	
24" " "	78	" "	"	2.25	175.50	
30" Extra Str. Conc. Pipe	123	" "	"	3.75	461.25	
8" Perf. Corr. Pipe	5,200	" "	"	1.00	5,200.00	
8" Bands	255	each	"	1.42	362.10	
Cement	6	sacks	"	1.10	6.60	
Gravel Backfill					224.80	
Oil Rock	100	cu. yd.	"	2.00	200.00	
3/4" - 0" Rock	419	" "	"	2.00	838.00	8,958.35

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$20,719.50	
Equipment Rental, Hired (Includes Operators)	30,192.10	
Gas, Oil and Grease	6,144.08	
Small Tools & Miscellaneous Supplies	982.92	
Freight & Cartage	600.00	
Explosives	2,348.45	
Drill Steel	1,151.35	
Contract Labor (Drilling Coyote Hole)	1,116.00	
Lumber	178.41	
Home Office & General Overhead	3,431.41	
Bond	794.12	67,658.34

Total Cost $104,509.55

Crabtree Creek-Scio
Contract #2920

Detail of Crushed Rock Costs

	Cost	Quantity	Unit	Unit Cost
Develop Quarry	$931.21	9,248	Cu. Yd.	$0.101
Build Haul Road	515.56	"	" "	0.062
Move In	909.78	"	" "	0.098
Set Up	1,709.24	"	" "	0.185
Drill and Shoot Coyote Hole	5,661.95	"	" "	0.612
Drill & Shoot Bootleg & Bulldozing	2,538.43	"	" "	0.275
Load to Crusher	3,638.72	"	" "	0.393
Crush	7,266.83	"	" "	0.786
Cost of Crushed Rock in Bunker	$23,231.72	9,248	Cu. Yd.	$2.512

Crushed Rock Produced

3/4"-0" Base and Shoulders	4,448	Cu. Yd.
Maintenance Rock in Stockpile	1,200	" "
Oil Aggregates	2,920	" "
Rock Backfill	680	" "
Total	9,248	Cu. Yd.

Cost of Crushed Rock (Includes Hauling, Placing, Stockpiling and Rock Purchased)	$32,145.90
Revenue from Crushed Rock (Includes Haul Revenue and Value of Materials on Hand)	26,969.25
Net Loss on Crushed Rock	$5,176.65
Revenue from Pit Run Gravel (Includes Haul Revenue)	$41,784.00
Cost of Pit Run Gravel (Includes Loading, Hauling and Placing)	29,533.90
Net Profit on Pit Run Gravel	$12,250.10

The loss suffered by the contractor on the crushed rock was due to the failure of his shot in the quarry. Because only 9,248 cu. yds. was crushed on this site, the unit prorateable costs are high. The cost of drilling the coyote hole was high because of the nature of the rock.

At the time the shot failed the grading was nearing completion and because of the length of the job it was imperative that the grade be covered with topping before the fall rains would make the highway impassable. Price Agreement #2 was made with the contractor to furnish pit run gravel base in lieu of the 3"-0" crushed rock base. The pit run gravel was obtained from the state-owned pit at Sanderson Bridge. The contractor suffered no loss of time because of this change in the contract.

Crabtree Creek Sale

Remarks:

This contract required the grading, surfacing and oiling of 2.39 miles of the [illegible] Highway. The contract was bid on June 17, 1947, and awarded June 30, 1947. Work was started on July 5, 1947, and work was shut down for the winter October 11, 1947.

Clearing and grubbing consisted of brush, some large oak trees and some second growth fir. Grubbing was done with a D-7 and a D-8 dozer and a small amount of [illegible]. A few of the larger stumps were blasted. Good progress was made on this work and a fair profit was realized on this item.

Most of the trench and structural excavation was done with a hired trench hoe. The material was easy to dig and required only a small amount of hand labor, making these items show a large profit. General excavation was done with one D-8 and 15-yard scraper, one D-7 and 12-yard scraper, two DW-10's and a D-8 dozer push cat. Grading operations started July 9, and were completed September 18. The material was red hill soil with no rock or boulders. Good progress was made on grading in spite of [illegible] of the [illegible].

The contractor started drilling a coyote hole in the specified state quarry on July 15. The rock drilled hard and progress was slow. The hole was drilled 60 feet long then [illegible] with two 20 foot holes. Two 12-foot holes were drilled near the front of the coyote. The quarry was loaded with about 5,000 lbs. of powder, this was at the rate of 1.2 lbs. of powder per cu. yd. On September 9, the quarry was shot and the shot was a complete failure. The shot split the face of the quarry into a few large sections and no rock was reduced to a size suitable for crushing. This material was so hard that it was impractical to reduce it to crusher size either by plugging and shooting or bulldozing so this portion of the quarry was abandoned. The contractor did some additional prospecting and found some rock west of where the coyote was put in. Here he put in some bootleg holes and obtained about 6,000 cu. yds. of material. From this source and some talus at the site he produced [illegible] cu. yds. of 3/4" - 3" base rock, 1,200 cu. yds. of maintenance rock, 2,[illegible]0 cu. yds. of oil aggregate and about [illegible]0 cu. yds. of rock backfill material. This is a total of 9,[illegible]40 cu. yds. of rock produced from this quarry. The contractor purchased some rock backfill, about 100 cu. yds. of oil rock and 420 cu. yds. of 3/4" - 3" rock for shoulders.

At the time that the shot failed [illegible] the contractor to furnish [illegible] pit run gravel for base in lieu of the 3" - 0" crushed rock called for in the contract. It was necessary at this time to get the grade [illegible] before the fall rains would make the road impassable. The pit run gravel was obtained from the state-owned pit at [illegible] Bridge. The gravel was loaded with two small hired shovels and hauled by hired trucks.

It should be noted that this is not a final cost analysis and the value of the stockpiled materials is the bid price less the estimated cost of placing these materials.

[illegible] that the job was [illegible] priced. [illegible] bid prices makes the job show a good profit [illegible]

E. H. Tipper
Asst. Analyst

By . . . [illegible]

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[illegible] 14 1947

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S-223(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

November 4, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project S-223(2)
Crabtree Creek-Scio Section
Albany-Lyons Highway.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 5 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

PR 8 (Revised 1946)

State Oregon WA8pr 7341

Project No. S-[illegible](2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of October, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of January, 1947, a project statement, which was approved on the 4th day of April, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 11th day of April, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eighty-seven thousand and 00/100 dollars ($87,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 51, Laws 1920; (Include date and citation of
Chap. [illegible], Laws 1939
act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station [illegible] in the SE 1/4, Section 31, T. [illegible] S., R. 1 W., W.M., and survey station [illegible] in the SE 1/4, Section 13, T. 10 S., R. 1 W., W.M., without exception,

, length [illegible] miles, in Linn County, being Oregon Federal Aid Secondary project No. S-[illegible](2), consisting of [illegible] miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

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OCT 31 1947
OR

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eighty-seven thousand and 00/100 dollars ($87,000.00), which does not exceed the authorized Federal pro rata share of one hundred forty-one thousand, six hundred ninety-four and 30/100 dollars ($141,694.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 589, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

APPROVED,
Assistant State Highway Engineer

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By Ben R Chandler
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED OCT 31 1947 OREGON DISTRICT

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FOR FILING
S-223(2)

kw

October 1, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Crabtree Creek-Scio Section, Project No. S-223 (2).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:EM

Oregon State Highway Department

Federal Aid Secondary
Project No. S-823 (2)

CRABTREE CREEK-SCIO SECTION
OF THE ALBANY-LYONS HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

All Required		Clearing and Grubbing		$ 4,000.00
460	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,380.00
220	cu. yds.	Trench Excavation, Unclassified	3.00	660.00
113,000	cu. yds.	General Excavation, Unclassified	0.23	25,990.00
416,000	yd. stas.	Short Overhaul	0.015	6,240.00
3,000	C-yd. sta.	Long Overhaul	0.60	1,800.00
2.89	miles	Finishing Roadbed and Slopes	600.00	1,734.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
260	lin. ft.	12" Concrete Pipe	2.00	520.00
770	lin. ft.	18" Concrete Pipe	2.50	1,925.00
80	lin. ft.	24" Concrete Pipe	4.50	360.00
130	lin. ft.	30" Concrete Pipe	5.50	715.00
1,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.50	1,500.00
140	cu. yds.	Rock or Gravel Backfill in Drains	4.50	630.00
260	lin. ft.	Salvaging Culvert Pipe	2.00	520.00
19,000	cu. yds.	3" - 0" Rock in Base	1.65	31,350.00
4,600	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.20	10,120.00
100,000	yd. mi.	Hauling Rock in Base and Shoulders	0.15	15,000.00
650	M-gal.	Sprinkling	3.00	1,950.00
2.89	miles	Preparation of Base	200.00	578.00
320	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	1,200.00
2,700	cu. yds.	Furnishing and Placing Aggregates	3.75	10,125.00
36	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	34.00	1,224.00
54	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	34.00	1,836.00
184	tons	Furnishing and Placing 121-150 Asphalt	34.00	6,256.00
			Subtotal	$128,813.00
			10% Engr. & Cont.	12,881.30
			Total	$141,694.30

Length of Roadway	2.888 miles
Cost per mile	$49,063.12

Federal Aid Secondary Funds- -	$ 87,000.00
State Funds- -	54,694.30
	$141,694.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-223 (2)

CRABTREE CREEK-SCIO SECTION OF THE ALBANY-LYONS HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 27, 1947

All Required		Clearing and Grubbing		$ 4,000.00
460	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,380.00
220	cu. yds.	Trench Excavation, Unclassified	3.00	660.00
113,000	cu. yds.	General Excavation, Unclassified	0.30	33,900.00
416,000	yd. sta.	Short Overhaul	0.015	6,240.00
3,000	C-yd. sta.	Long Overhaul	0.50	1,500.00
2.89	miles	Finishing Roadbed and Slopes	500.00	1,445.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
260	lin. ft.	12" Concrete Pipe	2.00	520.00
770	lin. ft.	18" Concrete Pipe	3.00	2,310.00
80	lin. ft.	24" Concrete Pipe	4.50	360.00
130	lin. ft.	30" Concrete Pipe	6.00	780.00
1,000	lin. ft.	8" Perforated Metal Drain Pipe, Coated	1.50	1,500.00
140	cu. yds.	Rock or Gravel Backfill in Drains	4.00	560.00
260	lin. ft.	Salvaging Culvert Pipe	2.00	520.00
19,000	cu. yds.	3" - 0" Rock in Base	2.00	38,000.00
4,600	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.00	9,200.00
100,000	yd. mi.	Hauling Rock in Base and Shoulders	0.12	12,000.00
650	M-gals.	Sprinkling	3.00	1,950.00
2.89	miles	Preparation of Base	200.00	578.00
320	cu. yds.	3/4" - 0" Rock in Binder Course	3.75	1,200.00
2,700	cu. yds.	Furnishing and Placing Aggregates	3.75	10,125.00
36	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	1,080.00
54	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	1,620.00

184	tons	Furnishing and Placing 121-150 Asphalt	$ 30.00	$ 5,520.00
66	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
224	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
			Subtotal	$138,148.00
			10% Engr. & Cont.	13,814.80
			Total	$151,962.80

Length of Roadway 2.888 miles
Cost per mile $52,618.69

Federal Aid Secondary Funds- - - - - - - - - - - - - - - - - - -	$ 87,000.00
State Funds- -	64,962.80
	$151,962.80

CRABTREE CREEK-SCIO SECTION

PROJECT NO. S-223 (2)

All rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 27, 1947

RECEIVED
JUL 29 1947
FOR FILING

S-223 (2)

July 25, 1947

Mr. Vernie Jarl
Box 254
Gresham
Oregon

Dear Sir:

We enclose herewith two executed copies of contracts which were awarded to you on June 30, 1947 by the State Highway Commission, as follows:

Contract No. 2919, covering the Hay Creek-Condon Section of the Wasco-Heppner Highway, in Gilliam County.

Contract No. 2920, covering the Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway, in Linn County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
AUG 8 1947
FOR FILING

5-223(2)

#2920

AGENDA
JUL 21 1947

June 30, 1947

Mr. Vernie Jarl
436 S. Roberts Avenue
Gresham, Oregon

Dear Mr. Jarl:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the following contracts on which you submitted the low bid at the letting on June 17, 1947:

Grading, surfacing, and oiling on the Hay Creek-Condon Section of the Wasco-Heppner Highway, in Gilliam County - $147,333.

Grading, surfacing, and oiling on the Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway, in Linn County - $132,353, using asphalt.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mo
Enc.

cc - Mr. S. H. Probert
Mr. R. G. Smith
Goldie Lewis

5+C

Charge to the account of ______ $ File

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 30, 1947
2:50 p.m.

Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

State Highway Commission awarded you today contracts for Hay Creek-Condon Section, Wasco-Heppner Highway, Gilliam County, and for Crabtree Creek-Scio Section, Albany-Lyons Secondary Highway, Linn County, based on your low bids submitted June 17, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
JUL 15 1947
FOR FILING

S-223-2

July 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 5, 1947, on Contract No. 2920, Crabtree Creek-Scio Section in connection with Federal Aid Project No. S-223 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:SM

RECEIVED
JUL 21 1947
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION (22)

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA214 DL PD GOVT=PORTLAND ORG 30 255P

1947 JUN 30 PM 3 25

R H BALDOCK=
STATE HIGHWAY ENGINEER

REYOURTEL TODAY WE HEREWITH CONCUR IN AWARD CONTRACT FOR OREGON S-223(2), CRABTREE - SCIO PROJECT TO LOW BIDDER, VERNIE JARL, GRESHAM OREGON=

T M DAVIS.

NOTED
State Highway Engineer

.REYOURTEL S-223(2).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

(For reference only) number

RECEIVED
JUL 2 1947
FOR FILING

5-223 (2)

July 2, 1947

Mr. Vernie Jarl
Box 254
Gresham
Oregon

Dear Sir:

We are sending you today, by express, four copies each of contracts which were awarded to you by the State Highway Commission on June 30, 1947, as follows:

Contract No. 2919, covering Hay Creek-Condon Section of the Wasco-Heppner Highway, in Gilliam County.

Contract No. 2920, covering the Crabtree Creek-Scio Section of the Albany-Lyons Secondary Highway, in Linn County.

Kindly execute all four copies of each contract as to agreement and bond, and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy of each contract will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

[illegible] BEDELL BUILDING
PORTLAND 8, OREGON

RECEIVED
FOR FILING

April 11, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-223(2), Crabtree Creek - Scio Section of the Albany - Lyons Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
APR 15 1947
OREGON
STATE HIGHWAY COMMISSION

2-1015 Corvallis (Harrison St.) Sec. of
the Pacific Highway West 1947

#2921

RECEIVED
NOV 20 1947
FOR FILING

November 19, 1947

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Gentlemen:

You are hereby notified that State Highway Contract No. 2921 for work on the Corvallis (Harrison St.) Section of the Pacific Highway West, in Benton County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $748.97 will be made on or after November 29, 1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $23,259.49 and that no force account work was performed therein. This contract was completed on September 15 and accepted by the Commission on October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

11-19-47 gl

cc: Elwyn A. Wride, Agent
1112 Bedell Bldg.
Portland 4, Oregon

RECEIVED
OCT 23 1947
FOR FILING

2-1015

October 21, 1947

United States Fidelity and Guaranty Co.
Elmyn A. Wride, Agent
1112 Bedell Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 2921 covering paving on the Corvallis (Harrison St.) Section of the Pacific Highway West, in Benton County. This payment, in the amount of $6,835.45, will be made on or after October 31, 1947. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
10-21-47 gl

Form E-1—5M—12-45

2-1015

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sep tember 20, 1947, 19

Section Corvallis (Harrison Street)

Kind of work Paving

Highway Pacific Highway West

Section prefix 2-1015

Contractor Warren Northwest, Inc.

Contract number 2921

Date of contract July 22, 1947, 19

Date of completion September 30, 1947, 19

Date work started August 20, 1947, 19

Estimated date of completion September 15, 1947, 19

Amount of contract $27,385.00

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering . . . . $ 28,480.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 850 3.1 %

Date project was completed September 15, 1947, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Brought in three loads of brown sand mix from Salem Monday and spread on the street. Broomed it in and rolled it.

Completed gravel driveways with 3/4"- 0" material.

Cleaned up all debris chargeable to this operation and moved off the job.

Final estimate will be delayed a short time until some of our other work is cleaned up.

NOTED
E. A. PEASE

H. W. LIBBY

SEP 23 1947

NOTED
E. G. SMITH

Signed A J Benedict

Address Route # 1 Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.334
Miles partially completed					
Miles completed					0.334
Total estimated quantities					2,176.3 Ton
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Partly Cloudy		
Wednesday	Cloudy		
Thursday	Clear		
Friday	Clear		
Saturday	Clear		

RECEIVED
SEP 22 1947
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

STATE PRINTING DEPT.

RECEIVED
AUG 14 1947
FOR FILING

2-1015

August 13, 1947

Warren Northwest, Inc.
P.O. Box 5072
Portland 13, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of Contract No. 2921, which was awarded to you by the State Highway Commission on July 22, 1947, covering the paving of the Corvallis (Harrison Street) Section of the Pacific Highway West, in Benton County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
AUG 18 1947
FOR FILING

2-1015

#2921

August 12, 1947

Mr. Ralph P. Schindler
City Recorder
Corvallis, Oregon

Dear Mr. Schindler:

This will acknowledge receipt of your check No. 2959A in the amount of $10.00 in connection with the agreement between the City of Corvallis and the State Highway Commission on the Harrison Street improvement.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 8/15

cc - Mr. Oscar Cutler

Check placed in Advance Fund

FORM E-123 10M 5-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 30, 1947

2807A 13,682.50

Mr. Ralph P. Schindler
City Recorder
Corvallis, Oregon

Dear Mr. Schindler:

I have just received your letter of July 28 regarding the additional $10 that the City of Corvallis is to pay in connection with the Harrison Street improvement, and I want to assure you that it will be quite satisfactory for you to send it next month when you pay your other routine bills.

Thanking you for your letter, I remain

Respectfully yours,

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - Mr. Oscar Cutler

$10.00 check #2959A
rec 8-11-47

ack
cc to Cutler
[illegible] Harrison St. [illegible]
put in ~~[illegible]~~ advance fund
so note on our letter

RECEIVED
AUG 8 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 1 1947
FOR FILING

2-1915

#.931

July 30, 1947

Mr. Ralph P. Schindler
City Recorder
Corvallis, Oregon

Dear Mr. Schindler:

I have just received your letter of July 28 regarding the additional $10 that the City of Corvallis is to pay in connection with the Harrison Street improvement, and I want to assure you that it will be quite satisfactory for you to send it next month when you pay your other routine bills.

Thanking you for your letter, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:co

cc - Mr. Oscar Cutler

REFERRED TO
Query
BY SECRETARY

OK to deposit the check we now have in the "advance" acct. watch for the other check

NOTED
F. QUERY

City of Corvallis

HOME OF OREGON STATE COLLEGE

CORVALLIS, OREGON

OFFICE OF THE MUNICIPAL JUDGE
(CITY RECORDER)

July 28, 1947

State Highway Commission
Salem, Oregon

Attn: H. B. Glaisyer,
Secretary

Gentlemen:

With reference to yours of the 25th, relative to the additional $10.00 from the City of Corvallis for 50 per cent of the Harrison Street bid.

We were advised by phone from Oscar Cutler that the bid was $27,365.00, hence our warrant for the $13,682.50. It will save us considerable office bother if we can pay this $10.00 along with our other routine bills for July and not have to make a seperate warrant issue for this one item. Remittance will reach you on August 7th.

Very truly yours,

Ralph P. Schindler

Ralph P. Schindler,
Recorder

rd

RECEIVED
JUL 30 1947
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

FORM [illegible] REVISED 12-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 25, 1947

Mr. Ralph F. Schindler
City Recorder
Corvallis, Oregon

Dear Mr. Schindler:

Thank you for your letter of July 24 enclosing City of Corvallis warrant No. 2807 A in the amount of $13,682.50 in which you state that the warrant represents the one-half share of the City of Corvallis of the cost involved in paving the Harrison Street Section of the Pacific Highway West, the contract for which was awarded by the State Highway Commission to Warren Northwest, Inc., Portland, as the result of competitive bidding on July 21, 1947.

I wish to call your attention to the fact that the warrant is $10 less than 50 percent of the contract price. The amount of the contract is $27,385 rather than $27,365 as mentioned in your letter.

The $10 difference may be paid either by separate warrant or, if you prefer, I will return to you for correction the warrant that you already have submitted. Whichever way you prefer to handle it it will be satisfactory with us.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - Mr. Floyd A. Query

Mr. Query:

Deposit this check in the safe until we get a report from Mr. Schindler.

H.B.G. HBG

RECEIVED
JUL 24 1947
FOR FILING
2-1015

July 23, 1947

Warren Northwest, Inc.
Post Office Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for paving on the Corvallis Section of the Pacific Highway West in Benton County. This award was based on your low bid of $27,385.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

210-1033 Little River on the North
Umpqua Co. Rd. at Glide 1947
#2922 (Construct Bridge)

RECEIVED
MAR 3 1949
FOR FILING

210-1033

2922

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 2, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	2042	2922	9-final	Harry I. Hamilton	4,838.20	345414	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This was accepted.

aaw

ACCOUNTING DIVISION

By ________
Bookkeeping Dept.

Approved H B Glaisyer
Secretary

NOTED ON CARD
3-2-49

RECEIVED
JUN 2 0
FOR FILING

210-1822

2922

June 28, 1948

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2922 covering the Little River Bridge on the North Umpqua Highway, in Douglas County, has been completed by the contractor, Harry I. Hamilton Company, and that final payment in the amount of $4,838.20 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $58,094.25, and that no force account work was performed therein. This contract was completed on May 31, 1948 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting of this date.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-25-48 gc

cc: Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

RECEIVED
AUG 14 1947
FOR FILING

210-1033

August 13, 1947

Harry I. Hamilton Company
Box 726
Eugene, Oregon

Dear Sir:

We are enclosing herewith, a fully executed copy of Contract No. 2922, which was awarded to you on July 22, 1947 by the Oregon State Highway Commission, covering the Little River Bridge on the North Umpqua Highway in Douglas County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
JUL 24 1947
FOR FILING

310-1033

#2922

July 23, 1947

Harry I. Hamilton
Route 5, Box 34
Eugene, Oregon

Dear Sir:

The State Highway Commission on July 22, awarded you the contract for construction of a bridge over the Little River on the North Umpqua County Road at Glide in Douglas County. This award was based on your low bid of $58,920.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. E. M. Probert
Mr. G. S. Paxson

F-320(3) East Diamond Lake Jct.-Lobert 1947
Sec., The Dalles-California Hwy.
#2923

RECEIVED
AUG 9 1949
FOR FILING

7-35.(3)

2923

August 8, 1949

Mr. Ben R. Chandler
State Highway Commissioner
101 N. Broadway
Coos Bay, Oregon

Dear Mr. Chandler:

The overrun on the stock-pile portion of the Rogers Construction Company's contract No. 2923 was occasioned because surplus material produced under the surfacing and oiling portion of the contract was purchased from the contractor and paid for out of the Maintenance Account.

In order for the contractor to complete a job of this magnitude, which amounted to $800,000 and which was not let until July 22, 1947, with a completion date of August 31, 1948, it was necessary for him to crush and stock-pile a considerable portion of the rock during the winter months. It is highly desirable, in relation to the cost of work, that surfacing contractors keep their plants in continuous operation, since we are not overly supplied with surfacing contractors for the amount of work which we are now doing.

The surfacing and oiling aggregate on this job amounted to almost 400,000 yards, probably 50% of which was stock-piled. While the contractor had our estimate of the amount of material to be used, his measurements were somewhat approximate and he had to be sure that he had sufficient for all anticipated wants because, if he had run short, it would have required the reinstallation of his plant with a great delay to the contract. In addition, the material used on this project was a departure from our customary practice in that scoriaceous slag (volcanic cinders) was used for both surfacing and oiling aggregate. Our data on the compaction of this aggregate were very limited and, therefore, the contractor had justification in producing somewhat more than he would have had on a stereotyped contract.

Many hundreds of thousands of dollars were saved in the design of this job over what would have been expended had a stereotyped crushed rock been used, since there were no satisfactory rock quarries in the proximity of the job. We feel that the job was very successful, and the contractor is entitled to praise for his cooperation with us in every way in using this somewhat unusual material.

The rock is now being used by the Maintenance Department on its regular oiling and stabilization work, and, since it was obtained at the low price of $1.50 per yard in stock pile, we feel that it is good practice to buy such material from the contractors. It is one of the best purchases we have made. If this practice is not followed, the contractor will soon learn to estimate his surplus and add that amount to the bid, from which we would get no benefit besides paying for a variable amount according to the ideas of the contractor. When we take the surplus off his hands, he runs no risk in bidding and we actually pay less than under most ordinary maintenance contracts.

While the rock overrun was material, the total of this job was within about 3½% of the contract authorization.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS: [illegible]
cc Mr. H. G. Smith

SCHEDULE OF AUTHORIZATIONS AND EXPENDITURES ON CONTRACTS IN PROGRESS

COUNTY KLAMATH HIGHWAY NO. 4 CLASS CONST RP CONTRACT NO. 2923 DATE OF CONTRACT 7|22|47

SECTION E DIAMOND LAKE JCT/LOBERT KIND OF WORK R P DATE TO BE COMPL. 8|31|48

CONT'R ROGERS CONSTRUCTION CO

ADDR. PORTLAND OREGON

YR.	MONTH		AUTHORIZATION TO DATE	CORRECTED ESTIMATE OF COST	EST. NO.	EXPENDED THIS MONTH		EXPENDED TO DATE	PCT. COMPL.	OVERRUN* UNDERRUN AMOUNT	PCT.
49	JAN	C	6800.00	6800.00				6184.61	91		
49	FEB	C	6800.00	6800.00	12F	115.08	CR	6069.53	100	730.47	11
4	JUNE	C	6800.00	6800.00	13PF	11997.60		18067.13	100	11867.13	166

also Contract

[illegible] —

[illegible]

SCHEDULE OF AUTHORIZATIONS AND EXPENDITURES ON CONTRACTS IN PROGRESS

COUNTY KLAMATH
HIGHWAY NO. 4
SECTION E DIAMOND LAKE JCT/LOBERT
CLASS KIND OF WORK 48 FA RE G S
CONTRACT NO. 2923
DATE OF CONTRACT 7|22|47
DATE TO BE COMPL. 8|31|48
CONT'R ROGERS CONSTRUCTION CO
ADDR. PORTLAND OREGON

YR.	MONTH		AUTHORIZATION TO DATE	CORRECTED ESTIMATE OF COST	EST. NO.	EXPENDED THIS MONTH	EXPENDED TO DATE	PCT. COMPL.	OVERRUN* UNDERRUN AMOUNT	PCT.
49	JAN	C	799442.32	299486.02			791336.92	99		
		E	46513.98	46513.98			44155.52			
4	FEB	C	799442.32	799486.02	12F	24986.13	816323.05	100	16880.73*	002
		E	46513.98	46513.98			44155.52		2358.46	5
49	MAR	C	799442.32	799486.02		543.92	816323.05	100	16880.73*	002
		E	46513.98	46513.98			44699.44		1814.54	4
49	MAY	C	799442.32	799486.02		3.43	816323.05	100	16880.73*	002
		E	46513.98	46513.98			44702.87		1811.11	4

RECEIVED
JUN 21 1949
FOR FILING

7320 (2)

2923

June 21, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Please be advised that State Highway Contract No. 2923, covering the East Diamond Lake Junction-Lobert Section of the The Dalles-California Highway in Klamath County, has been completed by the contractor, Rogers Construction Company, and that post-final payment in the amount of $11,997.60 will be made on or after July 1, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $832,378.47, of which amount $15,656.93 represents force account items. This contract was completed on July 31, 1948 and accepted by the Commission on September 14, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
6-21-49 g.e

Mr. Jo Stroyan

RECEIVED
MAY 31 1949
FOR FILING

7220(3)

2933

May 27, 1949

Rogers Construction Co.
Route 15, Box 231
Portland 16, Oregon

Gentlemen:

I have been unable to secure approval of the price of $1.50 per cubic yard for the 7,998.4 cubic yards remaining on Contract #2923 on the East Diamond Lake-Lobert Section. The Auditing Department has examined this and other contracts completed by you in recent months, and feel that there is entirely too much surplus material being produced, and that in an instance such as this where a great quantity was over-produced, that the price allowed must be more in line with the actual cost.

Mr. Clymer has advised us that the cost averages $1.10 per cubic yard, and at one time Mr. Rogers advised Clymer that a price of $1.30 would be satisfactory, but afterwards we received a letter from Mr. McInroe insisting upon a price of $1.50 per cubic yard. Since I have been unable to justify this price, I recommend you authorize me to change the price agreement and you accept the price of $1.30.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

gd
cc: H. G. Smith
W. C. Chandler

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MAY 19
FOR FILING

File

Salem, Oregon
May 11, 1949

Mr. H. G. Smith

I am reluctant to again question payment to Rogers Construction Company for crushed materials in stockpiles on the East Diamond Lake Junction to Lobert Section. The tabulations made by Mr. Probert indicate to me that payment of $1.50 per cubic yard for this material is questionable. In the purchase of excess materials, we should pay no more than cost, and Mr. Probert has determined that the cost, based on bid prices, when haul modification is considered, averaged $1.22 per yard.

Cost analysis indicates that Rogers Construction Company made a profit of some $117,000 on this project, and, of course, there is no questioning as to the Company's right to make such a profit, inasmuch as it took a certain gamble in bidding the job. On the other hand, the profit does indicate quite clearly that the Company's contract bid prices were sufficient, and, therefore, the payment for excess material should be no more than the price bid.

I understood, although rather informally, that Rogers would accept a price of $1.30 per yard. This price we might justify, as Mr. Probert may have figured rather sharply to arrive at the $1.22 price. It is my considered opinion that Rogers Construction Company should be advised that we cannot approve a price of more than $1.30 per yard for the materials in stockpile.

W. C. Williams

WCW:mo

RECEIVED
MAY 2 - 1949
FOR FILING

Highway Engineer

Baldock

April 22nd, 1949

FINAL COST ANALYSIS

East Diamond Lake Jct.-Lobert Section
~~The Dalles-California~~ Highway

Contract #2923
Prefix 18-1040-201(46)

Rogers Construction Co., Contractor
J. G. Toole, Resident Engineer

7-[illegible] (3)

2923

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
#Clearing and Grubbing	All	L.S.			$2,610.63	$500.00
#Struct. Exc., Unclass.	120.5	Cu. Yd.	$1.81	$2.00	218.10	241.00
# Gen'l. " "	37,765	" "	0.22	0.20	8,441.13	7,553.00
#Short Overhaul	135,080.9	Yd. Sta.	0.015	0.02	2,031.21	2,701.62
#Long Overhaul	1,363.6	C-Yd. Sta.	0.41	0.50	555.44	681.80
#Fin. R/B & Slopes	2.99	Mile	400.94	100.00	1,198.82	299.00
#18" Corr. Metal Pipe	350	Lin. Ft.	2.56	3.00	897.71	1,050.00
#Salvaging Culvert Pipe	178	" "	1.05	2.00	186.85	356.00
#Salvaging Surf. Mat'l.	7,044	Cu. Yd.	0.34	0.50	2,361.58	3,522.00
*Mat'l. in Subbase	206,406	" "	0.99	1.16	205,111.66	239,430.96
*2"-0" Mat'l. in Base	112,368	" "	1.45	2.05	162,891.86	230,354.40
*3/4"-0" Mat'l. in Base and Shoulders	45,425	" "	2.19	2.05	99,609.32	93,121.25
*#Sprinkling	6,813.1	M-Gal.	1.29	2.50	8,766.96	17,032.75
#Preparation of Base	38.89	Mile	71.42	100.00	2,777.55	3,889.00
*#Furn. & Place Aggregates	31,339	Cu. Yd.	2.77	2.85	86,859.79	89,316.15
#Furn. & Place RC-3 in Binder	950.65	Ton	29.22	30.00	27,774.83	28,519.50
#Furn. & Place 151-200 Asphalt	2,066.78	"	28.21	30.00	58,313.98	62,003.40
#Furn. & Place RC-3 in Seal	584.77	"	29.22	30.00	17,085.07	17,543.10
*3/4"-½" Cr. Mat'l. in S.P.	1,250.3	Cu. Yd.	1.74	2.10	2,181.00	2,625.63
*½"-¼" Cr. Mat'l. in S.P.	649.5	" "	1.74	2.10	1,132.99	1,363.95
*¼"-0" Cr. Mat'l. in S.P.	660	" "	1.74	2.10	1,151.32	1,386.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*PA #1, Preserve & Pile Merchantable Timber	All	L.S.			$1,008.25	$1,200.00
*Screen Rejects	54.8	Cu. Yd.	$0.25	$0.25	13.70	13.70
*Haul Screen Rejects	164.4	Yd. Mi.	0.12	0.12	19.73	19.73
*Force Account					14,832.16	15,656.93
*Excess Mat'ls. in S.P.	7,998.4	Cu. Yd.	1.12	1.50	8,966.81	11,997.60
*Work Done for City of Chiloquin					2,164.00	3,800.00
					$719,162.45	$836,178.47

*Work done by Rogers Construction Co.

#Work done by Babler Bros.

	Total Cost	Gross Revenue	Profit	% Profit
Rogers Construction Co.	$562,272.76	$658,032.35	$95,759.59	14.6
Babler Bros.	156,889.69	178,146.12	21,256.43	11.9
Totals	$719,162.45	$836,178.47	$117,016.02	

Net Profit Equals 14% of Gross Revenue

East Diamond Lake Jct.-Lobert Section
Rogers Construction Co.

Detail of Cost

Labor:

Supervision (Superintendent & Timekeeper)	$6,223.77	
Foreman	16,149.19	
Labor	177,711.92	
Payroll Insurance	10,104.29	
		$210,189.17

Materials:

8" Perf. Metal Pipe	1,040	lin. ft.	at	$1.32	$1,372.80	
8" Bands	59	each	"	1.77	104.43	
8" Tees	6	"	"	7.95	47.71	
8" Culvert Pipe	66	lin. ft.	"	0.80	53.00	
18" Concrete Pipe	21	" "	"	2.31	48.45	
18" Corr. Metal Pipe	194	" "	"	2.37	460.77	
18" Bands	7	each	"	3.18	22.25	
72" x 44" Arch Type Culvert	70	lin. ft.	"	20.38	1,426.30	
72" x 44" Bands	3	each	"	28.28	84.84	
2" - 0" Gravel	220	cu. yd.	"	2.60	572.00	
Aggregate Purchased from State	945	cu. yd.	"	3.21	3,031.01	
						7,223.56

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$141,760.00	
" " , Hired	20,474.20	
Hired Trucks (Includes Gas, Oil, Grease & Repairs)	129,836.67	
Gas, Oil and Grease	14,917.59	
Bond	4,816.76	
P.L. & P.D. Insurance	2,507.63	
Small Tools and Misc. Supplies	2,900.98	
Move In, Freight & Cartage	6,124.39	
Field Office Expense	1,894.77	
Home Office and General Overhead	19,627.04	
		344,860.03

Total Cost $562,272.76

East Diamond Lake Jct.-Lobert
Babler Bros.

Detail of Cost

Labor:					
Supervision				$2,112.80	
Labor				24,846.54	
Payroll Insurance				1,579.58	
					$28,538.92
Material:					
18" Corr. Metal Pipe	350	lin. ft.	at $1.70	$595.00	
18" Bands	19	each	" 2.51	47.69	
151-200 Asphalt	2,066.78	ton	" 13.00	26,868.14	
RC-3 Asphalt	1,535.42	"	" 14.00	21,495.88	
Frt. on Asphalt	3,602.20	"	" 9.80	35,301.56	
					84,308.27
Equipment Rental & Misc. Expense:					
Equipment Rental, Owned				$17,649.00	
" " , Hired				724.50	
Hired Trucks, Fully Operated				6,854.50	
Gas, Oil & Grease				6,844.61	
Move In, Freight & Cartage				1,982.21	
Small Tools & Misc. Supplies				1,732.28	
Bond				1,072.20	
P.L. & P.D. Insurance				310.58	
Office & General Overhead				6,872.62	
					44,042.50
Total Cost					$156,889.69

Remarks:

This was a "Regular Federal Aid Project", the contract calling for the regrading of 2.99 miles, surfacing and oiling of 38.9 miles on the East Diamond Lake Junction-Lobert Section of The Dalles-California Highway, which was bid July 21st, 1947, and awarded July 23rd, 1947. The contractor started moving equipment to the job September 29th, 1947, and work on the project was completed July 31st, 1948, and the highway opened to traffic the following day.

The first phase of construction on this project was the placing of materials in subbase on the south 20.9 miles. This material was taken from the designated cinder deposit west of M.P. 249.81. The material was loosened with a D-8 dozer and ripper and loaded with a 1½-yard Koehring shovel. Four of the contractor's own trucks were supplemented by hired trucks on the haul to road. Placing of approximately 118,000 yards of this material was done between October 13th, and November 26th, 1947, in 560 hours of working time, for an average of 211 cu. yds. per hour.

A crushing plant was erected at the scorisceous rock deposit 2.95 miles east of M.P. 223.56. This plant consisted of a feeder, one single-deck screen, one 36" Telesmith gyratory crusher, bunker, conveyors and electric motors as required. The plant was powered by one D-13000 diesel generator set. Material was dozed to the plant with a D-7 dozer and a D-8 dozer and was loaded to the feeder with a 3/4-yard Lima shovel. This shovel had a built-up bucket to increase production. Crushing of this material started on October 27th, and was completed December 2nd, 1948. Crushing time was 480 hours and 90,450 cu. yds. were produced for an average production of 188 cu. yds. per hour. Haul to road and stockpiles was done with four of the contractor's own trucks, two DW-10's with 26 cu. yd. bottom dump wagons and a fleet of hired trucks.

After the completion of the crushing of the subbase materials the screen was changed and the 3/4-yard Lima shovel was replaced with the 1½-yard Koehring shovel. Production of 2" - 0" was started on December 3rd, and completed January 3rd, 1949. Approximately 82,000 cu. yds. of 2" - 0" was crushed in 360 hours of working time for an average production of 230 cu. yds. per hour. During the week ending December 20th, 23,500 cu. yds. of 2" - 0" was crushed for an average production of 253 cu. yds. per hour.

The crushing plant was now rebuilt with two 36" Telesmith crushers, two diesel generators, 4' x 12' triple-deck separating screen being added. Production of aggregates and 3/4" - 0" rock was started on January 17th, and completed March 11th, 1949. Considerable difficulty was encountered in getting proper grading and production was slowed by cold weather and snow during the crushing of these materials. The contractor added a 54" x 30" rolls crusher to the plant and production was increased during the last part of the crushing of this material. Approximately 58,600 cu. yds. of 3/4" - 0" and oil aggregate was produced from this setup in 660 hours for an average production of 89 cu. yds. per hour. Haul to stockpile was done with four of the contractor's own trucks, two DW-10's with 26-yard bottom dump wagons and several hired trucks.

This completed operations from the scorisceous rock deposit east of M.P. 223.56 and the crushing plant was moved and erected at the gravel deposit 2.3 miles northeast of M.P. 247.8. Crushing operations were started here April 6th, and completed May 29th, 1948. Approximately the following amounts of crushed rock were produced: 32,000 cu. yds. 2" - 0", 14,100 cu. yds. 3/4" - 0", 8,940 cu. yds. of aggregates, 2,560 cu. yds. of maintenance rock, for a total of 57,600 cu. yds. of crushed rock. The plant was operated 680 hours for an average production of 85 cu. yds. per hour of all sizes. The material in this gravel deposit varied greatly in size from large boulders to a high percentage of scalping rejects, and considerable selecting of material was necessary. A D-8 dozer moved the material to the plant and was loaded into the feeder with a 1½ Koehring shovel. Four of the contractor's trucks, 2 DW-10's with 15 cu. yd. bottom dump wagons and a fleet of hired trucks hauled the crushed material from plant to road and to stockpiles.

A summation of surfacing materials and maintenance materials shows that 406,650 cu. yds. of material was produced. Of this total approximately 288,650 was crushed in 2,180 hours for an average production of 132 cu. yds. per hour. Average haul on all materials was 8.35 miles, making a total of approximately 3,355,000 yd. miles of haul. Approximately 2,850,000 yd. mi. of this haul was done with hired trucks. During maximum production on subbase materials more than 100 trucks were used hauling materials.

Subcontractor, Babler Bros., moved a grading crew to the north end of the project and grading operations were started May 13th. Grading equipment was two D-8 tractors with 15 cu. yd. scrapers, one D-8 dozer, two DW-10's with 10 cu. yd. scrapers, Austin Western #99 blade and pneumatic-tired roller. General excavation was pumice material and excellent production was maintained on this item in spite of heavy traffic. Grading operations were completed May 31st.

Surfacing materials were placed on the graded section from stockpiles and all work done by Rogers Construction Co. was finished June 12th, 1948. All street work on surfacing materials was done with three to four #12 caterpillar blades, three Huber 10-ton rollers and a D-8 dozer which was used to crush down large chunks of the black cinder subbase material.

Babler Bros. started oiling operations on June 1st. Oiling equipment included one 1,500-gal. distributor, Bros retort, four 1,500-gal. tenders, #12 caterpillar blade, Austin Western #99 blade, two 10-ton rollers and broom. Aggregate was loaded with a 3/4-yard Loraine shovel and an Athey overhead loader mounted on a D-4 caterpillar tractor. Haul to road was done with one company-owned 5 cu. yd. truck and six hired trucks. Oil was shipped from California and spotted on the siding at Kirk. A second oiling crew worked four days on placing seal coat on the south end of the project. Oil for this part of the project was spotted on the siding at Chiloquin. Oiling operations were completed July 28th. Average haul on oil was 10.5 miles.

Oiling operations were carried on with the usual efficiency of this contractor. Production was slowed during the final week of oiling because of a variation in stockpile quantities and a shortage of 945 cu. yds. of aggregates which were obtained from state-owned stockpiles. A total of 3,602 tons of asphalt was placed in 43 days for an average production of 84 tons per day.

Good equipment with excellent supervision and organization enabled the contractors to maintain a high rate of production on all phases of construction. Work was carried on through the winter months with only a small amount of time lost because of inclement weather. Because a large percentage of the work was carried on during the months when most construction projects were shut down the contractor was able to hire all the hauling vehicles he desired at all times. These factors of high production, small amount of lost time and availability of hired trucks enabled the contractor to show a good profit in spite of low bid prices.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
JAN 27
FOR FILING

7.328 (3)

2923

January 26, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2923, for work on the East Diamond Lake Junction-Lobert Section of The Dalles-California Highway in Klamath County, has been completed by the contractor, Rogers Construction Company, and that final payment in the amount of $24,871.05 will be made on or after February 5, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $820,380.87, of which amount $15,656.93 represents force account items. This contract was completed on July 31 and accepted by the Highway Commission on September 14, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Jo Stroyan

NOTED ON CARD
1-26-49

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FOR FILING
7320 (3)
2923

December 10, 1948

Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

Reference is made to our letter of December 3, and your reply dated December 7, concerning payment on our invoice No. 12351 (amount $3,031.01) for rock obtained by your company, from state-owned stockpiles, for use on the East Diamond Lake Junction-Lobert Project, Contract No. 2923.

The quantities shown on our invoice are as reported by our resident engineer and should be correct. If you find them otherwise, please advise fully and with complete supporting information so that a check of the matter may be made.

Please give this your immediate attention so as not to delay payment of the $24,871.05 remaining to be paid to you on Contract No. 2923. If you would like to take more time to check on our invoice for rock, please advise and we will issue a voucher for $19,871.05 in partial payment of the $24,871.05 remaining to be paid on Contract No. 2923, thus reducing to $5,000 the amount being held pending settlement of the charge for the rock.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

RECEIVED
OCT 1 1948
FOR FILING

Salem, Oregon
October 1, 1948

Mr. E. A. Collier

Attached hereto is Request for Outside Billing No. MD 2416. On this request there is indicated a plus 10% shrinkage on crushed rock, which amounts to a monetary value of $318.92.

I do not quite understand this shrinkage billing, for the reason that if the materials were taken from the stockpile and truck measure was used no shrinkage should occur. In fact there should be some swell. On the other hand, if the quantities taken were determined by cross section measurement it would seem that the cross section measurement would be the same basis as used in the original payment.

I would also like to be informed whether or not the unit price of the rock is the amount actually paid to the contractor who produced the rock or whether it includes a percentage to cover engineering inspection, staking of stockpile, etc.

Please return the Request for Outside Billing with your report.

W. C. Williams

WCW/ew
Encl. also 2417

FORM E-90X 10M 6-46 23430

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon,
September 17, 1948

SUBJECT: Outside Billing MD 2417
Rogers Construction Company

To: Mr. Tom Edwards,
District Maintenance Superintendent,
Oregon State Highway Department,
Klamath Falls, Oregon.

Dear Sir:

Reference is made to your request for Outside Billing MD 2417, dated September 14, 1948, covering the delivery of 3.72 tons of asphalt to Rogers Construction Company on July 28, 1948.

The Resident Engineer on this project has shown on his semi-final estimate an item of 9.84 tons of 151-200 penetration asphalt which is contrary to your request for Outside Billing for 3.72 tons of 200-300 penetration asphalt. According to the car numbers supplied by the Resident Engineer all of this material was 200-300 penetration asphalt.

Please get together with Mr. J. G. Toole, Resident Engineer, and determine the discrepancy, and advise.

Very truly yours,

R. M. Smith,
Assistant Maintenance Engineer.

RMS:lmg

cc: S. H. Probert

C O P Y

Salem, Oregon
Aug. 25, 1948

Construction Project

Mr. William E. Chandler
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

Dear Sir:

Resident Engineer J. G. Toole has recently completed reports on East Diamond Lake-Lobert Section construction project No. 2923. But in order to pay the Rogers Construction Company contractors for this project we must first be able to reconcile 945 cubic yards of rock furnished by the State from stockpiles at mile points 214.8, 217.1, and 225.0 on the Dalles-California Highway.

To complete our rock records please advise the size of rock and quantity of rock furnished from each of these stockpiles.

We would also like to know the cost to the State for this rock used.

In order that the records might be cleared please submit a State Force Work Order to cover this rock and ten tons of asphalt which the State furnished the Rogers Construction Company for this project.

Very truly yours,

R. M. SMITH
Assistant Maintenance Engineer

AL:ef
cc: Tom Edwards

RECEIVED
SEP 23
FOR FILING

7 320 (3)

2923

September 22, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

NOTED
H. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Rogers Construction Company, on contract No. 2923, covering the East Diamond Lake Junction-Lobert Section of The Dalles-California Highway in Klamath County. This payment, in the amount of $864.77, will be made on or after October 2, 1948. The retained percentage is $24,603.40.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Streyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

9-22-48 gl

Form E-1-5M-1-46

330 (2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

		For Week Ending	August 28, 1948
Section	E. Diamond Lake Jct. - Lobert	Kind of work	Regrading and Oil Mat Surfacing
Highway	The Dalles - California	Section prefix	18-1040
Contractor	Rogers Construction Company	Contract number	2923
Date of Contract	July 22, 1947	Date of completion	August 31, 1948
Date work started	September 29, 1947	Estimated date of completion	, 19
Amount of contract	$769,233.0	Per cent of time elapsed	99.1 %

Estimated cost of completed project, exclusive of engineering $825,000.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $43,000.00, 5.6 % Date project was completed July 31, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engineering work has been suspended this week except for some office details as several members of the crew are off on exchange time. Work will be resumed September 7 and will consist of the placing of additional Right of Way posts and the construction of permanent Bench Marks for project.

Contractor has completed the moving of materials and equipment from job.

NOTED
H. G. SMITH

RECEIVED
[illegible] - 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Klamath Falls, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.99	38.9		38.9	
Miles partially completed					
Miles completed	2.99	38.9		38.9	
Total estimated quantities	46,000	336,000	3,000	30,400	
Estimated quantities moved or placed to date	37,765	364,229	2,614.6	31,339	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair & Warm		
Monday	" "		
Tuesday	" "		
Wednesday	" "		
Thursday	" "		
Friday	Partly Cloudy		
Saturday	" "		

RECEIVED
AUG 19 1948
FOR FILING

F-320(3)

#451w
675w

August 19, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is in regard to Extra Work Order No. 8 on the East Diamond Lake Junction-Lobert Section of The Dalles-California Highway, Oregon Project No. F-320(3).

It was necessary to install an additional culvert at Station 1569 which was not on the portion of the project covered by the contractor's grading operations, due to the unanticipated flow of water due to the spring run-off. The terrain is very flat and there are no channels in the pumice soil so that after the construction of the highway it was found that the run-off did not flow as anticipated.

The contractor insists that it is necessary to have this additional price on account of the single installation and the circumstances and time under which it was performed.

The resident engineer feels that he secured the best price possible from the contractor, and in view of the magnitude of the job and other circumstances, the State would prefer to carry this as a non-participating item rather than insist that the contractor reduce his price below that which he considered justifiable.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith

RECEIVED
FOR FILING

RECEIVED
AUG 18 1948
OFFICE OF
CONSTRUCTION ENGIN

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls, Oregon
August 13, 1948

RECEIVED
AUG 16 1948
OFFICE OF
[illegible]

SUBJECT:

To:

Mr. W. E. Chandler, Division Engineer
Oregon State Highway Commission
Bend
Oregon

Dear Sir:

I am in receipt of copy of letter from Mr. Smith requesting an explanation for price of $3.00 per cubic yard for structural excavation on an order for extra work which was submitted in connection with the installation of culvert on the East Diamond Lake Junction - Lobert Project.

As explained in order the proposed work was performed outside the limits of the contract for culvert and structural excavation work. The contractor was not anxious to take care of the work and I could not see how we could force him to perform the work except on a force account basis. The $3.00 price for excavation was only an estimate and not a set price for the work. Structural excavation costs will vary according to the type of excavation, and the cost in this instance was considered higher than the excavation as included in the contract.

It appears to me that the work was handled properly and I trust I have provided the information desired.

Very truly yours,

Jos. G. Toole
Resident Engineer

JGT:me

This culvert was outside of any proposed grading or culvert construction. The south end of the grading section is at Station 1380, this culvert is at Station 1569.

I do not think we could hold contractor to contract price for this extra work.

Wm. E. Chandler

ASSIGNMENT

No. 673
WCW

DESCRIPTION: Let 8/2/48 from T.M.Davis, PRA, re Extra Word Order No. 8 on F-320 (3).

DATE: 8/4/48

ASSIGNED TO: SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ________________

☐ ______________________________

REPORT RECEIVED: 8-18-48

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

August 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letters of March 18 and July 7, 1948 relative to Extra Work Order No. 8 covering additional culverts on Federal Aid Project No. F-320(3), East Diamond Lake-Lobert Section. Since we have received no reply to our two letters we are again calling this to your attention.

Very truly yours,

NOTED
W. C. WILLIAMS

T. M. DAVIS
District Engineer.

RECEIVED

RECEIVED
AUG 3 1948
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT

No. 622
WCW

DESCRIPTION: Let. & 7/7/48 from T.M.Davis, PRA, re extra work order No. 8 covering add. culverts on F-320(3), East Diamond Lake-Lobert Section.

DATE: 7/8/48

ASSIGNED TO: SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☐ ____________________________

REPORT RECEIVED: 8-12-48 [illegible]

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

July 7, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of March 18, 1948 requesting further information as to extra work order No. 8 covering additional culverts on Federal-aid project No. F-320(3), East Diamond Lake-Lobert Section. Since no reply has been received the matter is again called to your attention.

Very truly yours,

T. W. Davis
T. W. DAVIS
District Engineer

RECEIVED

RECEIVED
JUL 8 1948
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT

No. 421
WCW

DESCRIPTION: Let. 3/18/48 from T.M.Davis, PRA re. Extra Work Order No. 8 covering installation of add. culverts on Ore. Project F-320(3)

DATE: 3/23/48 ASSIGNED TO: SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☒ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☒ Can carry as non-participating item if desirable providing price is reasonable.

REPORT RECEIVED: 8 18 [illegible]

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 18, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 8 covering the installation of additional culverts on Oregon Project No. F-320(3), East Diamond Lake Junction - Lobert Section of The Dalles - California Highway, submitted with Mr. Williams' letter of March 8, 1948.

In reviewing this work order it is noted that structural excavation at $3.00 per cubic yard is provided for. Since the contract includes structural excavation at $2.00 per cubic yard, we will be unable to approve this extra work order unless the excavation item is changed to agree with the contract price.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
[illegible]
[illegible] OF
[illegible] ENGINEER

RECEIVED
MAR 22 1948
OREGON
STATE HIGHWAY COMMISSION

Form E-208—3M—2-46

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name E. DIAMOND LAKE JCT. - LOBERT
Date, MARCH 4., 1948
Highway THE DALLES - CALIFORNIA
Contract No. 2923
County Klamath
F. A. Project No. F - 320 (3)
Contractor ROGERS CONSTRUCTION COMPANY
Order No. 8
Address ROUTE 15, BOX 231, PORTLAND 16, OREGON

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Install additional culverts.

Location by station numbers:

Sta. 1569 + 00 and Sta. 1653 + 50.
Culvert at Sta. 1653 + 50 is to be replaced with an arch type culvert 44" x 72" x 70' and the 74' of 18" culvert pipe at Sta. 1653 + 50 is to be moved to Sta. 1569.

Estimate of quantities and cost:

70	Lin. Ft. 44" x 72" arch type culvert pipe	@ $16.00	$1,120.00
2	Connecting bands for arch type culvert	@ $30.00 Ea.	$ 60.00
115	Cu. Yds. structural excavation	@ 3.00	$ 345.00
	Total		$1,525.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The additional culverts are necessary to take care of the heavy run off which occurred on February 26, 1948 and will be installed on section of project on which grading work was completed prior to this contract. (on Cont 2796)

(Work has not started.)

Total Original Authorizations $852,756.30
Total Authorizations to Date $852,756.30
Additional Authorization Requested . . . $ None ~~1,525.00~~
Additional Authorization Approved . . . $

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit six copies of the order to Salem. After approval of the order by the state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Submitted by: Resident Engineer
Approval Recommended: Construction—Bridge—Engineer
Approval Recommended: Wm E Chandler Division Engineer
Approved: State Highway Engineer

STATE PRINTING DEPT.

RECEIVED
AUG 17 1948
FOR FILING

7320 (3)

August 17, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Rogers Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2923 for regrading and surfacing on the East Diamond Lake Junction-Lobert Section of the The Dalles-California Highway, in Klamath County. This payment, which is in the amount of $104,555.02, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $24,576.65. The present payment to the contractor will be made on or after August 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-17-48

RECEIVED
AUG 6 - 1948
FOR FILING

F-320 (3)

2923

August 5, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 31, 1948 on Contract No. 2923, E. Diamond Lake Junction-Lobert Section in connection with Federal Aid Project No. F-320 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

DBP:cw

cc: C. H. Armstrong

RECEIVED
MAR 16 1948
FOR FILING

F-320 (3)

March 11, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 9, covering the placing of rock slope cones at the four corners of the Spring Creek Bridge on the East Diamond Lake Junction-Lobert Section of the The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project F-320 (3).

This work is necessary to prevent washing and erosion at the bridge ends.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

Encl.

RECEIVED
MAR 16 194
FOR FILING

F-320 (3)

March 8, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of extra work order No. 8, covering the installation of additional culverts on the East Diamond Lake Jct.-Lobert Section of The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project F-320 (3).

This work is necessary to replace 18" pipe culvert at Station 1653+50 where larger drainage facilities are necessary. The salvaged 18" pipe will be replaced at Station 1569+00

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

February 25, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-320(3)
East Diamond-Lake
Junction

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

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vised 1946)

WA8pr 7407

State Oregon

Project No. F-320(3)

Federal Aid
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 3rd day of February, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a project statement, which was approved on the 24th day of June, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 30th day of June, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of five hundred thousand and 00/100 dollars ($500,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ____________

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1222+00 in the SW 1/4, Section 6, T-29-S, R-8-E, W.M., and survey station 3277+00 in the NE 1/4, Section 31, T-35-S, R-7-E, W.M., except stations 2855+69 to 2856+67 and stations 3043+63 to 3044+65.

____________, length 38.897 miles, in Klamath County, being Oregon Federal Aid project No. F-320(3), consisting of 38.897 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of five hundred thousand and 00/100 dollars ($500,000.00), which does not exceed the authorized Federal pro rata share of eight hundred thirty-nine thousand two hundred twenty-six and 30/100 dollars ($839,226.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be fo
ment for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and
above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commis
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED
FEB 1

ill be found in the agree-

and year first

P. R. 8
(Revised)

FEDERAL WORKS AGENC
PUBLIC ROADS ADMINISTRATION
DIVISION
~~DISTRICT~~ NO. 8

State Oregon
Project No. F-320(3)
Appropriation F.Y. 1948
County Klamath
Net length 38.897

MEMORANDUM FOR THE COMMISSIONER

June 30, 1947

THROUGH ~~CHIEF~~ Engineer, DIVISION ~~OF DESIGN.~~

I submit herewith, and recommend for approval, the plans, specifications, and estimate for constructing the project described herein.

(*a*) Description: (Give local name of road, name of city if municipal project, official control points used in project statement, points of beginning and ending, and exceptions for this section.) East Diamond Lake Junction - Lobert Section of The Dalles - California Highway between official controls Crescent and Klamath Falls; beginning at Station 1222+00 in the SW 1/4, Sec. 6, T-29-S, R-8-E, W.M. and ending at Station 3277+00 in the NE 1/4, Sec. 21, T-35-S, R-7-E, W.M. except Station 2855+69 to Station 2856+67 and Station 3043+65 - 3044+65.

(*b*) ROADBED (Width 32 Min. ft. O. to O. of shoulders)

Type	Type Code No.	Net Length (*Miles*)	Surfacing Thickness Edge (*Inches*)	Surfacing Thickness Center (*Inches*)	Surfacing Width (*Feet*)
Top: Bit. Macadam	5231	38.897	1-1/4	1-1/4	22
Base: Crushed Rock		38.897	6	6	34
Rock Subbase		38.897	4*	4*	37.5

STRUCTURES OVER 20-FOOT SPAN

Type	Type Code No.	Net Length (*Miles*)

(*c*) Class of Improvement	Operating Railroad	Tracks Exist.	Number Crossings Elim.	Number Crossings Protect.	Total Cost	Federal Funds	F. Y. Fund

* Includes 2" of salvaged surfacing on some sections

(*d*)

	Total Estimated Cost	Federal Funds	F. Y. Fund
Roadway,	$ 839,226.30	$ 500,000.00	1948
Bridges,	$	$	
Total,	$ 839,226.30	$ 500,000.00	1948

(*e*) Special clauses for project agreement:

T. M. Davis
T. M. DAVIS
District Engineer.

The plans, specifications, and estimate submitted for the above-named project have been reviewed and are hereby ~~recommended for approval~~ approved

Date July 7, 1947

W. H. Lynch
W. H. LYNCH
~~Chief, Division of Design.~~
Division Engineer

U. S. GOVERNMENT PRINTING OFFICE 16—14539

RECEIVED
JAN 19 1948
FOR FILING
F-320 (3)
2923

RECEIVED

January 14, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering the construction of road approaches on the East Diamond Lake Junction-Lobert Section of the Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project No. F-320 (3).

This work is necessary to provide connections with farm roads which were in use prior to construction of the new highway.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:cw

Encl.

RECEIVED
JAN 12 1948
FOR FILING

F-320(3)

January 9, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter dated January 7, regarding Extra Work Order No. 6 covering the raising of power service line on the East Diamond Lake Section of the The Dalles-California Highway, Federal Aid-Project No. F-320 (3).

The estimate cost of the work to be done under this work order is $300.00

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DHP:GW

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FOR FILING

[illegible] DISTRICT
F-320(3)

✓

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

January 7, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Robert.
Asst. Chief Engineer

Dear Sir:

Reference is made to your letter dated December 30, 1947 submitting Extra Work Order No. 6 on Oregon Project F-320(3), the East Diamond Lake Junction - Lobert Section of The Dalles - California Highway in Klamath County, Contract No. 2923 for reconstruction and raising of a power service line. The work appears to be satisfactory but before taking action we would appreciate being advised the estimated cost of the work.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 8 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 1948
FOR FILING

F-320 (3)

December 30, 1 47

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering the reconstruction and raising power service line crossing the highway at Station 3138+65 on the East Diamond Lake Junction-Lobert Section of the The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project No. F-320 (3).

This work is necessary to raise the line for traffic clearance and to strengthen supports for traffic safety.

The line is a privately-owned line on Indian land in the Klamath Indian Reservation. It is not on the right of way of any existing public road.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:gs

Encl.

20 (3)

December 30, 1 47

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering the reconstruction and raising power service line crossing the highway at Station 3138+65 on the East Diamond Lake Junction-Lobert Section of the The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project No. F-320 (3).

This work is necessary to raise the line for traffic clearance and to strengthen supports for traffic safety.

The line is a privately-owned line on Indian land in the Klamath Indian Reservation. It is not on the right of way of any existing public road.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:gs

Encl.

RECEIVED
DEC 11 1947
FOR FILING

F-320 (3)

December 11, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of December 2, 1947 we are enclosing six copies of estimate as basis for project agreement for the East Diamond Lake Junction-Lobert Section, Project No. F-320 (3), which estimate has been revised to show the length of the non-participating structures.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

Encl.

JWM:CW

Oregon State Highway Department Federal Aid Project No. F-320 (3)

EAST DIAMOND LAKE JUNCTION-LOBERT SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 8, 1947

(Sta. 1228+00 to 3277)

All Required		Clearing and Grubbing		$ 500.00
50	cu. yds.	Structural Excavation, Unclassified	$ 2.00	100.00
46,000	cu. yds.	General Excavation, Unclassified	0.20	9,200.00
146,000	yd. stas.	Short Overhaul	0.02	2,920.00
1,350	C-yd. stas.	Long Overhaul	0.50	675.00
2.99	miles	Finishing Roadbed and Slopes	100.00	299.00
350	lin. ft.	18" Corr. Metal Pipe	3.00	1,050.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
5,000	cu. yds.	Salvaging Surfacing Materials	0.50	2,500.00
186,000	cu. yds.	Material in Subbase	1.16	215,760.00
106,000	cu. yds.	2" - 0" Material in Base	2.05	217,300.00
44,000	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.05	90,200.00
10,000	M-gals.	Sprinkling	2.50	25,000.00
38.89	miles	Preparation of Base	100.00	3,889.00
30,400	cu. yds.	Furnishing and Placing Aggregates	2.85	86,640.00
1,000	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	30,000.00
2,000	tons	Furnishing and Placing 150-200 Asphalt	30.00	60,000.00
560	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	16,800.00
		Subtotal		$762,933.00
		10% Engr. & Cont.		76,293.30
		Total		$839,226.30

Length of Roadway	38.897 miles
Length of 2 Bridges (Exception)	.037 mile
Total Length	38.934 miles
Cost per mile	$21,580.04

Federal Funds- -	$500,000.00
State Funds- -	339,226.30
	$839,226.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
FOR FILING
OREGON DISTRICT
F-320(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 2, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Probert

Oregon Project No. F-320(3)
East Diamond Lake Junction -
Lobert Section, The Dalles -
California Highway

Your attention is directed to our letter of October 10, 1947 regarding the submission of a revised estimate for use as a basis for the project agreement, showing the bridge exception as requested in our letter of June 30, 1947.

A considerable part of this project has been completed, but we will be unable to reimburse the State until the project agreement has been executed.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
DEC 4 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
14 1947
FOR FILING
OREGON DISTRICT
F 320 (3)

KW KW

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 10, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Project Agreement Estimate forwarded with Mr. Williams' letter of October 1 for Oregon Project F-320(3), East Diamond Lake Junction - Lobert.

The estimate fails to show the bridge exception mileage as requested in our letter of June 30. Will you please furnish a revised estimate showing this information.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
OCT 14 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

RECEIVED
FOR FILING

F-320 (3)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the East Diamond Lake Junction-Lobert Section, Project No. F-320 (3).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:SM

Oregon State Highway Department   Federal Aid Project No. F-320 (3)

EAST DIAMOND LAKE JUNCTION-LOBERT SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

(Sta. 1222+00 to 3277)

All Required		Clearing and Grubbing		$ 500.00
50	cu. yds.	Structural Excavation, Unclassified	$ 2.00	100.00
46,000	cu. yds.	General Excavation, Unclassified	0.20	9,200.00
146,000	yd. stas.	Short Overhaul	0.02	2,920.00
1,350	C-yd. stas.	Long Overhaul	0.50	675.00
2.99	miles	Finishing Roadbed and Slopes	100.00	299.00
350	lin. ft.	18" Corr. Metal Pipe	3.00	1,050.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
5,000	cu. yds.	Salvaging Surfacing Materials	0.50	2,500.00
186,000	cu. yds.	Material in Subbase	1.16	215,760.00
106,000	cu. yds.	2" - 0" Material in Base	2.05	217,300.00
44,000	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.05	90,200.00
10,000	M-gals.	Sprinkling	2.50	25,000.00
38.89	miles	Preparation of Base	100.00	3,889.00
30,400	cu. yds.	Furnishing and Placing Aggregates	2.85	86,640.00
1,000	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	30,000.00
2,000	tons	Furnishing and Placing 151-200 Asphalt	30.00	60,000.00
560	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	16,800.00
			Subtotal	$762,933.00
			10% Engr. & Cont.	76,293.30
			Total	$839,226.30

Length of Roadway   38.897 miles
Cost per mile $21,580.04

Federal Funds - $500,000.00
State Funds - 339,226.30

$839,226.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 71, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

kw

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[redacted]
PORTLAND 5, OREGON

F-320(3)

June 30, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. F-320(3), East Diamond Lake Junction - Lobert Section of The Dalles - California Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

It is noted that the two bridges being constructed as F-320(2), are shown on the title sheet but not on the estimate as exceptions to project. We believe the documents should be consistent and therefore request that bridge exceptions be shown on the project agreement estimate when submitted.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 1 1947
OREGON
STATE HIGHWAY COMMISSION

Jm

June 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six sets of blue line plans for the East Diamond Lake Junction-Lobert Section, Project No. F-320 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith, Acting

JWN:GS

June 20, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, three copies of summary of federal-aid work and four copies of right of way statement to accompany plans and specifications for the East Diamond Lake Junction-Lobert Section, Project No. F-320(3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith, Acting

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. F-320 (3)

EAST DIAMOND LAKE JUNCTION-LOBERT SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 20, 1947

(Sta. 1222+00 to 3277)

All Required		Clearing and Grubbing		$ 2,000.00
50	cu. yds.	Structural Excavation, Unclassified	$ 3.00	150.00
46,000	cu. yds.	General Excavation, Unclassified	.26	11,960.00
146,000	yd. sta.	Short Overhaul	.02	2,920.00
1,350	C-yd. sta.	Long Overhaul	.50	675.00
2.99	miles	Finishing Roadbed and Slopes	400.00	1,196.00
350	lin. ft.	18" Corrugated Metal Pipe	3.00	1,050.00
50	lin. ft.	Salvaging Culvert Pipe	1.50	75.00
5,000	cu. yd.	Salvaging Surfacing Materials	1.50	7,500.00
186,000	cu. yd.	Material in Subbase	1.25	232,500.00
106,000	cu. yd.	2" - 0" Material in Base	2.25	238,500.00
44,000	cu. yd.	3/4" - 0" Material in Base and Shoulders	2.25	99,000.00
10,000	M-gals.	Sprinkling	2.75	27,500.00
38.89	miles	Preparation of Base	150.00	5,833.50
30,400	cu. yds.	Furnishing and Placing Aggregates	3.50	106,400.00
1,000	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	30,000.00
2,000	tons	Furnishing and Placing 151-200 Asphalt	30.00	60,000.00
560	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	16,800.00
			Subtotal	$844,059.50
			10% Engr. & Cont.	84,405.95
			Total	$928,465.45

Length of Roadway	38.897 miles
Cost per mile	$23,871.07

Federal Funds	$548,510.00
State Funds	379,955.45
	$928,465.45

EAST DIAMOND LAKE-LOBERT SECTION

PROJECT NO. F-320 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 20, 1947

SUMMARY OF FEDERAL AID WORK

EAST DIAMOND LAKE-LOBERT SECTION

PROJECT NO. F-320 (3)

Former		Present			Length	
Project	Code Type	Code Type	Roadway Width	Station to Station	Former	Present
-	-	5231	22	1222+00 to 1380+00	-	2.992
F-320(2)	0010	5231	22	1380+00 to 2805+80	35.905	35.905

RECEIVED
OCT 17 1947
FOR FILING

F-320(3)

#2923

1w

October 15, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering equipment rental on D8 Caterpillar with dozer to be used in placing and compacting embankment materials at the ends of Spring Creek Bridge on the East Diamond Lake Junction-Lobert Section of the The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project No. F-230 (3).

It is necessary to do this work at this time because construction of the bridge was not completed to permit the work to be done by the grading contractor.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:ew

Encl.

w

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F-320 (3)

October 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work Covering the installation of additional 18-inch corrugated iron culverts at Stations 2453+70 and 2649+00 on the E. Diamond Lake Junction-Lobert Section of the The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project No. F-320 (3).

The necessity for these culverts became apparent since grading was completed on the Mazama Junction-Lobert Section.

Very truly yours,

W. C. Williams
Ass't State Highway Engineer

Encl.

DBP:CW

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OCT 6 1947
FOR FILING

F-320 (3)

October 2, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on September 29, 1947, on Contract No. 2923, East Diamond Lake Junction-Lobert Section, in connection with Federal Aid Project No. F-320 (3).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

[illegible]

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RECEIVED
SEP 17 1947
FOR FILING

September 16, 1947

Mr. E. A. Stewart
1490 Newport Avenue
Bend, Oregon

Dear Sir:

In reply to your letter of September 15, regarding the approximate completion date of the new portion of the highway between Diamond Lake Junction and a point close to the Williamson River south of Klamath Agency, we wish to advise that the specified completion date on this contract is August 31, 1948. We are unable to advise as to whether or not the contractor will complete this section earlier than the above given date.

The right of way for this section was purchased by this Department on a limited access basis, and there is no highway property along the new section which would be available for commercial purposes.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: H. G. Smith

E. A. Stewart
1490 Newport Ave.
Bend, Oregon

Sept. 15, 1947

BY SECRETARY

State Highway Commission -
Salem, Oregon -

Dear Sirs -

If possible could you give the writer an approximate date of the finishing of the new stretch of highway between a point approx. 5 miles south of the junction of Highways #97 and #230 and where the present highway #97 crosses the Williamson River about 6 miles south of Klamath Agency -

If this information is available, would appreciate it very much - Also if any State Highway property along this section of new road will be available for commercial purposes?

Yours very truly,

E. A. Stewart.

RECEIVED
SEP 16 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 26 1947
FOR FILING

F-320(2)

August 19, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the installation of drains to stabilize the roadway between Stations 2714+00 to 2722+50 on the East Klamath Lake Junction-Lobert Section of The Dalles-California Highway in Klamath County, Contract No. 2923, in connection with Federal Aid Project No. F-320 (3).

This work is necessary to take care of spring and seepage water which is softening the roadway at the above designated location.

Very truly yours,

R. H. Baldock
State Highway Engineer

DEP:SM

Encl.

RECEIVED
AUG 14 1947
FOR FILING

F-320-(3)

August 13, 1947

Rogers Construction Co.
Route 15, Box 231
Portland, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of Contract No. 2923, which was awarded to you on July 22, 1947 by the State Highway Commission, covering the regrading and oil-mat surfacing of the East Diamond Lake Junction-Lobert Section of The Dalles-California Highway in Klamath County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
JUL 23 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

July 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to Rogers Construction Company, Portland, Oregon, low bidder on Oregon Federal Aid Project No. F-320(3), East Diamond Lake Junction - Lobert Section of The Dalles - California Highway.

Very truly yours,

T. H. Davis
T. H. DAVIS
District Engineer.

RECEIVED
JUL 23 1947
OREGON
STATE HIGHWAY COMMISSION

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JUL 24 1947
FOR FILING

E-330(3)

K2943

July 23, 1947

Rogers Construction Co.
Route 15, Box 231
Portland 16, Oregon

Gentlemen:

The State Highway Commission on July 22 awarded you the contract for grading, surfacing, oiling, and furnishing crushed rock in stockpiles on the East Diamond Lake Junction-Lobert Section of The Dalles-California Highway in Klamath County. This award was based on your low bid of $769,233.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

26-1159 Parkrose (82nd Ave.-99th Ave.)
Sec. of the Col River Hwy. (Sandy
#2924 Blvd.) 1947

File

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OCT 7 1948
FOR FILING

26-1159

2924

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Sept. 30, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	13549	2924	9-Final	Parker-Schram Co.	2,054.48	335960	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This job has been accepted.

aaw

NOTED ON CARD
10-4-48

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved ____________
Secretary

RECEIVED
SEP - 9 1948
FOR FILING

26-1159

2924

September 8, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway contract No. 2924 for pavement widening on the Parkrose (82nd Ave.-99th Ave.) Section of Columbia River (Sandy Blvd.) Highway, in Multnomah County, has been completed by the contractor, Parker-Schram Company, and that final payment in the amount of $2,054.48 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $70,182.54, of which amount $105.98 represents force account items. This contract was completed on June 15,1948 but has not as yet been accepted by the Highway Commission, however, we anticipate that it will be accepted at the Commission meeting to be held on September 13 and 14.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

9-8-48,gl

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SEP - 1 1948
FOR FILING

26-1159

2194

August 31, 1948

Parker-Schram Co.
201 Builders Exchange
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 10 days, from June 15 to June 25, 1948, within which to complete your contract No. 2924 for pavement widening on the Parkrose (82nd Ave.-99th Ave.) Section of the Columbia River (Sandy Blvd.) Highway, in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
AUG 20 1948
FOR FILING

26-1159

2924

August 19, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Parker-Schram Company, on contract No. 2924, covering the Parkrose (82nd Ave.-99th Ave.) Section of the Columbia River (Sandy Blvd.) Highway in Multnomah County. This payment, in the amount of $3,985.33, will be made on or after August 30, 1948. The retained percentage is $2,107.05.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

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RECEIVED
JUL 27 1948
FOR FILING

26-1159

2984

July 23, 1948

Request for Extension of Time
No. 6
August 9 and 10 meeting.

Oregon State Highway Commission

Gentlemen:

I enclose a copy of a request of the Parker-Schram Company for an extension of time on Contract No. 2984, Parkrose section of the Columbia River Highway, from June 15, 1948 to June 25, 1948.

Due to exceptionally rainy weather during the Spring, and also due to the fact that the contractor was called off this work to do emergency work on Union and Denver Avenue Fills, he was unable to complete the contract by the specified date.

I recommend that this extension, which is for ten days only, be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc - W. C. Williams
H. G. Smith

Form E-1—5M—1-48

26-1159

JT

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1948

Section Parkrose

Kind of work Pavement Widening

Highway Columbia River(Sandy Blvd.)

Section prefix 26 - 1159

Contractor Parker Schram Company

Contract number 2924

Date of contract Juy 22, 1947

Date of completion June 15, 1948

Date work started Sept. 8, 1948

Estimated date of completion July 7, 1948

Amount of contract $75,897.50

Per cent of time elapsed 100+%

Estimated cost of completed project, exclusive of engineering $70,000.00

Per cent of contract completed, based on total contract price 99+%

Engineering cost to date $5427.03, 119%

Date project was completed ......, 19......

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work on this project completed except raising Monument Box. It is expected that this item will be completed early next week.

NOTED

RECEIVED
JUL 7 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed Clay M. Cornett

Address Box 4644 Portland 2 Ore,

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%.

.... County, ...%; .... County, ...%; ....

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 22 1948
FOR FILING

76-1159

2924

January 21, 1948

Parker-Schram Co.
217 Builders Exchange
Portland
Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 213 days, from November 15, 1947 to June 15, 1948, within which to complete your contract No. 2924 for the Parkrose (82nd Ave.-99th Ave.) Section of the Columbia River (Sandy Blvd.) Highway in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons stated in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

NOTED ON CARD

RECEIVED
DEC 17 1947
FOR FILING
26-1159
2924

December 15, 1947

Oregon State Highway Commission

Gentlemen:

I attach hereto copy of a request of Parker-Schram Co. for an extension of time from November 15, 1947 to July 15, 1948 on the Parkrose Pavement Widening Project between 82nd and 99th Avenue on Sandy Boulevard, Contract No. 2924.

Because of the extremely wet weather during the month of October, the contractor was unable to complete the asphaltic concrete paving, but has, however, completed curbs, excavation, installation of sewers and drainage facilities, and the placing of base materials and leveling courses, so that the project may be used by the traveling public during the winter months.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

RECEIVED
NOV 6 1947
FOR FILING

2924

26-1159

October 28, 1947

Honorable Earl Snell
Governor of the State of Oregon
State Capitol Building
Salem, Oregon

Dear Governor Snell:

You have asked me to report on a complaint made by some people of Parkrose relative to the apparent slowness of Parker-Schram Company, contractors on the 82nd to 92nd Street section in Parkrose.

Parker-Schram Company have made fair progress on the project and could probably complete it this fall, were they permitted to do so. We, however, have requested that they defer the placing of asphaltic concrete pavement as it is now too late in the year to place this type of pavement with satisfactory results.

The company has completed the installation of storm sewers, manholes and catch basins, and is making substantial progress on installation of curbs. Before shutting down for the winter, the areas to be widened will be surfaced with crushed rock and the pavement edges will be feathered so there will be no hazard to traffic. The existing four lanes of pavement are not being disturbed and will be available for the same usage during the winter as in the past.

We will permit the contractor to place the asphaltic concrete pavement as soon as weather will permit in the spring.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:bb

RECEIVED
SEP 12 1947
FOR FILING
26-1159

#2924

September 11, 1947

Parker-Schram Company
217 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

We are returning your Certified Check No. 112534 in the amount of $4,000 which you submitted in connection with your bid for the pavement widening project on the Parkrose (82nd Ave.-99th Ave.) Section of the Columbia River Highway in Multnomah County.

A fully executed copy of your contract covering this job has been received and is on file in the offices of the State Highway Commission at Salem, Oregon.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.
Registered Mail

RECEIVED
AUG 14 1947
FOR FILING

26-1159

2924

August 13, 1947

Parker-Schram Company
217 Builders Exchange Bldg.
Portland 4, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of Contract No. 2924, which was awarded to you on July 22, 1947 by the State Highway Commission, covering pavement widening of the Parkrose (82nd Ave-9[illegible]th Ave.) Section of the Columbia River (Sandy Boulevard) Highway in Multnomah County. This copy is for your records and files.

We are also enclosing an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
JUL 24 1947
FOR FILING

26-1159

#2914

July 23, 1947

Parker-Schram Company
217 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for pavement widening and resurfacing on the Parkrose Section of the Columbia River Highway in Multnomah County. This award was based on your low bid of $75,897.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

S-69(2) Butte Cr.-Kinzua Sec., Kinzua 1947
County Rd.
#2925

RECEIVED
AUG 30 1949
FOR FILING

FA 54-A(2)

2935

1299

File

August 25, 1949

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P.O. Box 3900
Portland 8, Oregon

Dear Sir:

I am replying to your letter of July 26 to Mr. R. H. Baldock regarding the maintenance on the Kinzua County Road in Wheeler County.

At the present time, the State Highway Department and Wheeler County Court are negotiating an agreement wherein the State Highway Department will maintain this section of road at the expense of Wheeler County. It is contemplated that the Wheeler County Court will sign this agreement at its next session on September 7. As soon as this agreement has been signed, the State maintenance crew will assume the responsibility of maintenance work on this road and will take care of the condition as mentioned in your letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWC:GI

No. 1299

[illegible] T. M. Davis' letter of 7-26-49 re maintenance inspection of Oregon FAS Project 69 (2), Kinzua Road, Butte Creek to Kinzua Section

DATE: 7-27-49 ASSIGNED TO: Cattrall

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date________________

Pass this information on to Wheeler County and find out what they propose to do about properly maintaining this road.

REPORT RECEIVED: 8-29-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
~~[illegible] BEDELL BUILDING~~
~~PORTLAND 5, OREGON~~

NOTED
J. W. CATTRALL

July 26, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A maintenance inspection of Oregon FAS Project 69(2), on the Kinzua Road, Butte Creek to Kinzua Section, was made on July 20.

This road, which we understand is maintained by Wheeler County, has a particularly dangerous fill settlement in the easterly mile. The fill has settled from 6" to 8" for approximately 60 feet on the outside one-third of the roadway. On the date of inspection no warning signs of any kind were in place although local inquiry from your section maintenance foreman revealed that flags had been placed.

Will you please investigate this matter and advise us of steps you have taken to effect a repair of this situation.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 27 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 28 1949
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
[illegible]
FOR FILING
ALASKA
MONTANA
OREGON S69(2)
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

April 21, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-69(2)
Butte Creek-Kinzua Section
Kinzua Road

Dear Sir:

Enclosed herewith for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
APR 23 1949
[illegible]
STATE HIGHWAY COMMISSION

Jm

Oregon Federal Aid Secondary Project No. S-69(2) WASpr 7360

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 21, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-69(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $79,000.00 to $96,400.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-six thousand, four hundred and 00/100 dollars ($96.400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-six thousand, four hundred and 00/100 dollars ($96,400.00), which does not exceed the authorized Federal pro rata share of one hundred sixty-seven thousand, one hundred sixty-nine and 20/100 dollars ($167,169.20), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on April 12, 1949.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By W A Lynch
Division Engineer
U. S. Public Roads Administration.

Attest ______________________
SECRETARY

Oregon Federal Aid Secondary Project No. S-69(2).

RECEIVED Boldock
FOR FILING

April 7th, 1949

Contract #2925
Butte Creek-Kinzua Section

2-6-72

FINAL COST ANALYSIS
Regrade, Surface & Oil

Prefix #235-1008-201(46)
Kinzua County Road

J. R. Taggart & Co., Contractors
Claude Mahan, Resident Engineer

2925

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$4,611.36	$6,000.00
*Struct. Excav., Unclass	317.62	Cu. Yd.	2.33	3.50	740.32	1,111.67
*Gen'l. " "	55,133.4	" "	0.503	0.85	27,710.66	46,863.39
*Truck Haul	885	Yd. Mi.	0.196	0.20	173.66	177.00
*Finish R/B & Slopes	3.86	Mile	904.64	500.00	3,491.91	1,930.00
*18" Corr. Metal Pipe	768	Lin. Ft.	2.56	3.00	1,969.59	2,304.00
*24" " " "	274	" "	3.89	4.50	1,065.57	1,233.00
*60" " " "	92	" "	14.70	18.00	1,352.54	1,656.00
*Salvaging Culvert Pipe	224	" "	0.68	1.50	149.89	336.00
2½"-0" Rock in Base	20,275	Cu. Yd.	2.04	1.90	41,310.10	38,520.60
3/4"-0" Rock in Base and Shoulders	8,960	" "	2.39	2.50	21,407.24	22,400.00
Sprinkling	955.05	M/Gal.	2.86	3.00	2,845.84	2,865.15
ØPreparation of Base	7.06	Mile	200.00	200.00	1,412.00	1,412.00
ØFurnish & Place Aggregates	2,471	Cu. Yd.	3.44	3.50	8,502.40	8,648.50
ØFurnish & Place 151-200 Asphalt	147.43	Ton	35.00	35.00	5,160.05	5,160.05
ØFurnish & Place RC-3 in Seal Coat	88.4	Ton	35.00	35.00	3,094.00	3,094.00
ØFurnish & Place RC-3 in Binder Course	146.11	Ton	35.00	35.00	5,113.85	5,113.85
*PA #1, Gen'l. Excavation, Unclassified	520	Cu. Yd.	0.395	0.85	205.37	442.00
*PA #2, Furnish & Place 6" Perf. C.I.P.	80	Lin. Ft.	1.32	1.75	105.55	140.00
*PA #2, Struct. Excavation, Unclass.	9.92	Cu. Yd.	2.22	3.50	21.98	34.72
*PA #2, Furnish & Place Rock Backfill	5	Cu. Yd.	3.42	3.50	17.12	17.50
					$130,461.00	$149,459.43

* Work Subcontracted by Stevenson Construction Co.

Ø Work Subcontracted all or in part by D. F. McKenzie

Gross Revenue	$149,459.43
Total Cost	130,461.00
Net Profit	$18,998.43

Net Profit Equals 12.7% of Gross Revenue

FINAL COST ANALYSIS
Work Performed by J. R. Taggart & Co.

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
2½"-0" Rock in Base	20,274	Cu. Yd.	$2.04	$1.90	$41,310.10	$38,520.60
3/4"-0" Rock in Base and Shoulders	8,960	"	2.39	2.50	21,407.24	22,400.00
Sprinkling	955.05	M/Gal.	2.86	3.00	2,845.84	2,865.15
Furnish Aggregates	2,471	Cu. Yd.	1.84	2.00	4,546.64	4,942.00
					$70,109.82	$68,727.75

Total Cost	$70,109.82
Gross Revenue	68,727.75
Net Loss	$1,382.07

Net Loss Equals 2.0% of Gross Revenue

Detail of Cost
J. R. Taggart & Co., Subcontractor

Labor:		
Supervision	$6,126.25	
Labor	19,896.40	
Labor Insurance	1,691.47	
		$27,714.12
Equipment Rental & Miscellaneous:		
Equipment Rental	$21,241.65	
Rented Equipment	4,341.20	
Gas, Oil & Grease	6,818.45	
Explosives	3,052.80	
Freight & Cartage - 2 Moveins	2,145.32	
Drill Bits and Steel	424.40	
Lumber	129.50	
Small Tools & Misc.	1,425.30	
Bond	513.60	
P.U.C. Fees	174.88	
Field Office	108.10	
Home Office & General Overhead	2,020.50	
		42,395.70
Total Cost..................		$70,109.82

FINAL COST ANALYSIS

Work Performed by Stevension Construction Co.

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clear & Grub	All		$	$	$4,611.36	$6,000.00
Struct. Excav., Unclassified	317.62	Cu. Yd.	2.33	3.50	740.32	1,111.67
General Excav., Unclassified	55,133.4	" "	0.503	0.85	27,710.66	46,863.39
Truck Haul	885	Yd. Mi.	0.196	0.20	173.66	177.00
Finishing R/B & Slopes	3.86	Mile	904.64	500.00	3,491.91	1,930.00
18" Corr. Metal Pipe	768	Lin. Ft.	2.56	3.00	1,969.59	2,304.00
24" " " "	274	" "	3.89	4.50	1,065.57	1,233.00
60" " " "	92	" "	14.70	18.00	1,352.54	1,656.00
Salvaging Culvert Pipe	224	" "	0.68	1.50	149.89	336.00
PA #1, General Escav., Unclassified	520	Cu. Yd.	0.395	0.85	205.37	442.00
PA #2, Furnish & Place 6" Perf. Corr. Metal Pipe	80	Lin. Ft.	1.32	1.75	105.55	140.00
PA #2, Struct. Excav., Unclassified	9.92	Cu. Yd.	2.22	3.50	21.98	34.72
PA #2, Furnish & Place Rock Backfill	5	" "	3.42	3.50	17.12	17.50
					$41,615.52	$62,245.28

Gross Revenue	$62,245.28
Total Cost	41,615.52
Net Profit	$20,629.76

Net Profit Equals 33.1% of Gross Revenue

Detail of Cost
Stevenson Construction Co.

Labor:

Supervision	$2,929.38	
Labor	11,717.51	
Labor Insurance	1,171.68	
		$15,818.57

Materials:

18" Corr. Metal Pipe	768	Lin. Ft.	at $2.02	$1,551.36	
18" " " " Bands	23	Each	" 2.41	55.43	
24" " " "	274	Lin. Ft.	" 3.12	854.88	
24" " " " "	8	Each	" 3.66	29.28	
60" " " "	92	Lin. Ft.	" 12.95	1,191.40	
60" " " " "	2	Each	" 23.01	46.02	
End Cuts on 60" Pipe	4	Each	" 4.18	16.72	
6" Perf. Corr. Metal Pipe	80	Lin. Ft.	" 0.80	67.20	
6" Perf. Corr. Metal Pipe Bands	3	Each	" 1.02	3.06	
Rock in Backfill	5	Cu. Yd.	" 1.90	9.50	
					3,824.85

Equipment Rental & Miscellaneous:

Equipment Rental	$15,575.00	
Rented Equipment	855.00	
Gas, Oil & Grease	1,733.49	
Lumber	208.82	
Explosives	669.38	
Steel & Bits	176.75	
Field Office	84.00	
Move & Cartage	254.95	
Small Tools & Misc.	235.83	
Steel Cables	312.10	
Home Office & General Overhead	1,399.94	
Bond	466.84	
		21,972.10

Total Cost $41,615.52

Remarks:

This was a "Federal Aid Secondary Project" requiring the regrading of 3.86 miles of highway roadbed and the construction of 7.06 miles of crushed rock base and O-9 oiling.

Work was started by the contractor on clearing and grading October 20th, 1947, closed down for the winter November 22nd, resumed March 10th, 1948, and was completed July 11th, 1948. Crushing was started December 10th, 1947, on drilling and setup, but actual crushing of rock was not started until March 15th, 1948, and was completed July 10th, 1948. Oiling operations began August 11th, were completed except for brooming and maintenance August 31st, and the project was completed September 4th, 1948.

Clearing, grading and pipe operations were handled by the Stevenson Construction Co., subcontractor; oiling was performed by D. F. McKenzie; and the contractor produced all crushed rock and placed base and key materials on the road.

Equipment used by the grading contractor consisted of two D-8 tractors, one D-7 tractor, one #12 blade, one 16 cubic yard carryall, one 12 cubic yard carryall, two dozers, one heavy duty ripper, one 215 cubic foot compressor which was rented, two pickups and one heavy duty semi-trailer used for transporting equipment.

Clearing while fairly heavy was mostly confined to a narrow strip on each side of the existing highway with a few line changes requiring full width clearing. Labor was of a better grade than usually encountered and a good profit was shown.

Grading was an excellent item. While a considerable amount of the material looked rough, the contractor moved all but between 4,000 and 4,500 cubic yards without shooting and all material was moved by tractor and dozer and tractor and carryall. Also, a considerable amount was sidecast or short haul to the point of deposit and was handled very cheaply by tractor and dozer.

Unit pipe prices were in line and a nominal profit was made.

The extreme length of time used for drilling and shooting and the setting up of the crusher due to adverse winter conditions and large amount of overhauling of the equipment resulted in a prohibitive cost against crushing. Bad weather and poor organization also slowed the placing of the crushed materials on the roadway and added to the costs. Crushing proceeded at a very good rate during fair weather with a high production of 80 cubic yards, but allover production was only 40 cubic yards. The quarry at Station 187+00 furnished good rock but it is only a cap and may not have sufficient quantities left for future contracts.

Oiling was done by the D. F. McKenzie Co. and was held up womewhat due to wet weather.

E. H. Clymer
Cost Analyst
By LE Paulsen

RECEIVED
FEB 25 1949
FOR FILING

S-69(2)

February 24, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Butte Creek-Kinzua Section, Project No. S-69 (2).

The amount of Federal funds set up in the enclosed estimate will conform with the amount to be requested in the final voucher. Also it does not exceed the amount set up in the program approved by your department August 13, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JM:ew

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-69 (2)

BUTTE CREEK-KINZUA SECTION
OF THE KINZUA ROAD IN WHEELER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1949

(Sta. 0+60 to 372+00)

All Required		Clearing and Grubbing		$ 6,000.00
170	cu. yds.	Structural Excavation, Unclassified	$ 3.50	595.00
57,400	cu. yds.	General Excavation, Unclassified	0.85	48,790.00
1,100	yd. mi.	Truck Haul	0.20	220.00
3.86	miles	Finishing Roadbed and Slopes	500.00	1,930.00
800	lin. ft.	18" Corr. Metal Pipe	3.00	2,400.00
280	lin. ft.	24" Corr. Metal Pipe	4.50	1,260.00
90	lin. ft.	60" Corr. Metal Pipe	18.00	1,620.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
19,800	cu. yds.	2½" - 0" Rock in Base	1.90	37,620.00
9,300	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	23,250.00
900	M-gal.	Sprinkling	3.00	2,700.00
7.06	miles	Preparation of Base	200.00	1,412.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.50	10,850.00
150	tons	Furnishing and Placing 151-200 Asphalt	35.00	5,250.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	3,150.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,550.00
			Subtotal	$151,972.00
			10% Engr. & Cont.	15,197.20
			Total	$167,169.20

Length of Roadway	7.063 miles
Cost per mile	$23,668.29

Federal Secondary Funds- -	$ 96,400.00
State Funds- -	70,769.20
	$167,169.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

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DEC 17 1948
FOR FILING

8-69 (2)

2925

December 16, 1948

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

This is to advise you that State Highway Contract No. 2925 for work on the Butte Creek-Kinzua Section of the Kinzua County Road, in Wheeler County, has been completed by the contractor, J.R. Taggart & Co., Inc. and that final payment in the amount of $4,267.02 will be made on or after December 27, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $149,459.43 and that no force account work was performed therein. This contract was completed on September 4, 1948 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
12-16-48

cc - United Pacific Insurance Co.
Jo Streyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

RECEIVED
DEC 9 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

2-67 (2)

2925

December 7, 1948

NOTED
W. C. WILLIAMS

Honorable S. J. Howard,
County Judge, Wheeler County
Fossil, Oregon

Dear Sir:

This is to advise that Contract No. 2925 for regrading and oil mat surfacing of the Butte Creek - Kinzua section of the Kinzua County Road in Wheeler County, F.A.S. Highway No. 390, was completed by the contractor September 4, 1948 and accepted by the Highway Commission on November 3, 1948.

As the agreement, signed by the County Court and State Highway Commission under dates of June 10, 1947 and August 12, 1947, provides that the County shall maintain certain sections of the Kinzua County Road, which are covered in the contract completed September 4, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Wheeler County.

Very truly yours,

R. H. Baldock
State Highway Engineer

Forrest Cooper J.F.H.

By: Forrest Cooper
Engineer, County and City Relations

JFH:MM

CC: Mr. W. C. Williams
Mr. H. G. Smith
Mr. E. A. Collier
Mr. E. F. Chidsey

RECEIVED
NOV 30 1948
FOR FILING

8-69(2)

2925

November 30, 1948

J. R. Taggart & Co., Inc.
Joseph
Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 10 days, from August 31 to September 10, 1948, within which to complete your contract No. 2925 for the Butte Creek-Kinzua Section of the Kinzua County Road in Wheeler County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD

11-30-48 gl

RECEIVED
FOR FILING
8-69 (2)

October 20, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. R. Taggart & Co.,Inc., on contract No. 2925, covering the Butte Creek-Kinzua Section of the Kinzua County Road in Wheeler County. This payment, in the amount of $4,521.16, will be made on or after October 30, 1948. The retained percentage is $4,490.49.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
10-20-48

Form E-1—5M—1-48

8-69 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 2, 1948

Section Butte Creek - Kinzua

Kind of work Regrading & Oil Mat Surfacing

Highway Kinzua County Road

Section prefix 235-1008

Contractor J. R. Taggart & Co. Inc.

Contract number 2985

Date of contract July 22, 1948

Date of completion August 31, 1948

Date work started October 20, 1947

Estimated date of completion September 4, 1948

Amount of contract $151,272.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 149,057.98

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 6962.12, %

Date project was completed September 4, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate completed and sent in.

H. [illegible]

RECEIVED
[illegible] 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. [illegible]

Signed

Address Fossil, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.86	7.06	0	7.06	
Miles partially completed	0	0	0	0	
Miles completed	3.86	7.06	0	7.06	
Total estimated quantities	57,400	9,300 20,800	0	370 tons 3,600 yds.	
Estimated quantities moved or placed to date	55,396	3,960 20,274	0	381 tons 2,471 yds.	
Average daily quantities	749	273	0	47	
Average daily quantities necessary to complete project on time	0	0	0	0	
Number shifts per day	0	0	0	0	
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Fair		
Tuesday	Fair & Warm		
Wednesday	Fair & Warm		
Thursday	Fair & Warm		
Friday	Fair & Warm		
Saturday	Fair & Warm		

RECEIVED
OCT 1 1948
FOR FILING

6-69 (2)

2925

September 30, 1948

Oregon State Highway Commission

Request for extension of time
No. 2
November 3 and 4 meeting

Herewith is a request from J. H. Taggart & Co., Inc., for an extension of time on Contract No. 2925, Butte Creek-Kinzua Section of the Kinzua County Road. The contractors have requested an extension of time from August 31, 1948 to September 10, 1948. However, this project was completed on September 4, and an extension beyond that date is not necessary.

Because of extremely wet subgrade, the contractor was ordered by our engineer to delay oiling work, which necessitated the extension of time.

I recommend this extension to September 4 without penalty, and this recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
SEP 24 1948
FOR FILING

S-69(2)

2925

September 22, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2925, Butte Creek-Kinzua Section of the Kinzua County Road, Oregon S-69 (2), to J. R. Taggart & Co., Inc., from August 31, 1948, to September 4, 1948.

The early summer was extremely wet and soft subgrade on this project necessitated the delay of placing rock base and the oil mat surfacing. Several weeks delay were occasioned by the request of the resident engineer, and I would, therefore, recommend that this extension be granted without penalty.

Very truly yours,

H. G. Smith, Acting
State Highway Engineer

cc: H. G. Smith

RECEIVED
SEP -9 1948
FOR FILING

S-69 (2)

2925

September 7, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 4, 1948 on Contract No. 2925, Butte Creek-Kinzua Section in connection with Federal Aid Project No. S-69 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong

DEP:nd

RECEIVED
AUG 18 1948
FOR FILING
8-69 (2)
2925

August 17, 1948

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. A. O. Stuberg

Gentlemen:

J. R. Taggart and Co., Inc., Contract No. 2925

As requested in your letter we are enclosing herewith a status report on the above contract on your regular form.

In regard to the verification inquiry on Mr. Taggart's financial statement of June 30, we find that the estimate of work performed from June 5 to July 5 shows a total amount earned for the month of $32,826.81, retained percentage for the same period $3,282.69, and payable to the contractor $29.544.12. The total retained percentage to July 5 is $10,910.19. Though the date of the estimate does not agree exactly with the financial statement, there being five days difference, the amounts as shown would indicate closely amounts earned and retained as of June 30, 1948.

We trust that this information fulfills your needs.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

Est of 7-5, for Month from 6-5 to 7-5, shows total earned $32,826.81; retained $3282.69, payable to contr. $29,544.12

Total retained to 7-5 is 10,910.19

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

2925
Winder

August 13, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract #2925 J. R. Taggart and Company, Inc.

Dear Mr. Glaisyer:

Your records will show that our company is surety on the performance bond of the above contractor on the above captioned contract. If you could favor us with a status report on the enclosed form, we shall appreciate it.

X

We would also like to make confidential verification inquiry of you. J. R. Taggart Company has favored us with a signed financial statement dated June 30, 1948. As of that date, contractor shows a receivable from you of $18,633.93 payable August 5, 1948, and a retained percentage of $10,910.10. The statement indicates that these sums are with respect to contract 2925. Your communication will be appreciated, treated with confidence and without liability to you.

Yours very truly,

A. O. Stuberg

A. O. Stuberg, Manager
Fidelity and Surety Department

AOS:lg

REFERRED TO [illegible]
BY SECRETARY

prepare reply and complete form

RECEIVED
AUG 16 1948
OREGON
STATE HIGHWAY COMMISSION

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

808 BEDELL BUILDING
PORTLAND 8, OREGON

December 11, 1947

S-69(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-69(2)
Butte Creek-Kinzua

Dear Sir:

We are forwarding for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC [illegible] 1947
OREGON
STATE HIGHWAY COMMISSION

Ton

WA8pr 7360

State Oregon

Project No. S-69(2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this *21st* day of *November*, 19*47*, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the [illegible] day of June, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of July, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of seventy-nine thousand and 00/100 dollars ($79,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made av in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+60 in the SW 1/4, Section 1, T. 7 S., R. 21 E., W.M., and survey station 372+00 in the NE 1/4, Section 2, T. 7 S., R. 22 E., W.M., without exception,

, length 7.063 miles, in Wheeler County, being Oregon Federal Aid / Secondary project No. S-69(2), consisting of 7.063 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

NITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

TICLE IV. The United States pro rata share of the value of the labor and materials which shall be ctually put into the work covered by this agreement shall not in any event exceed the sum of seventy-nine thousand and 00/100 dollars ($79,000.00), which does not exceed the authorized Federal pro rata share of one hundred sixty-seven thousand, one hundred sixty-nine and 20/100 dollars ($167,169.20), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

APPROVED
Assistant State Highway Engineer

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
NOV 19 1947
FOR FILING

S-69(2)

November 10, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on October 20, 1947 on Contract No. 2925, Butte Creek-Kinzua Section, in connection with Federal Aid Project No. S-69 (2).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:GS

RECEIVED
OCT 29 1947
FOR FILING

S-69(2)

October 1, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Butte Creek-Kinzua Section, Project No. S-69 (2).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-69 (2)

BUTTE CREEK-KINZUA SECTION

OF THE KINZUA ROAD IN WHEELER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 23, 1947

(Sta. 0+60 to 372+00)

All Required		Clearing and Grubbing		$ 6,000.00
170	cu. yds.	Structural Excavation, Unclassified	$3.50	595.00
57,400	cu. yds.	General Excavation, Unclassified	0.85	48,790.00
1,100	yd. mi.	Truck Haul	0.20	220.00
3.86	miles	Finishing Roadbed and Slopes	500.00	1,930.00
800	lin. ft.	18" Corr. Metal Pipe	3.00	2,400.00
280	lin. ft.	24" Corr. Metal Pipe	4.50	1,260.00
90	lin. ft.	60" Corr. Metal Pipe	18.00	1,620.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
19,800	cu. yds.	2½" - 0" Rock in Base	1.90	37,620.00
9,300	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	23,250.00
900	M-gal.	Sprinkling	3.00	2,700.00
7.06	miles	Preparation of Base	200.00	1,412.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.50	10,850.00
150	tons	Furnishing and Placing 151-200 Asphalt	35.00	5,250.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	3,150.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,550.00
			Subtotal	$151,972.00
			10% Engr. & Cont.	15,197.20
			Total	$167,169.20

Length of Roadway 7.063 miles
Cost per mile $23,668.29

Federal Secondary Funds- -	$ 79,000.00
State Funds- -	88,169.20
	$167,169.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

July 1, 1947

Mr. T.M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six sets of blue line prints for the Butte Creek-Kinzua Section, Project No. S-69 (2).

Six copies of special provision page number two containing revised date of completion are also being sent.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:EM

June 24, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Butte Creek-Kinzua Junction Section, Project No. S-69 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith, Acting

JWN:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-69 (2)

BUTTE CREEK-KINZUA SECTION
OF THE KINZUA ROAD IN WHEELER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1947

(Sta. 0+60 to 37[illegible]+00)

All Required		Clearing and Grubbing		$ 5,000.00
170	cu. yds.	Structural Excavation, Unclassified	$ 3.00	510.00
57,400	cu. yds.	General Excavation, Unclassified	0.75	43,050.00
1,100	yd. mi.	Truck Haul	0.20	220.00
3.86	miles	Finishing Roadbed and Slopes	400.00	1,544.00
800	lin. ft.	18" Corr. Metal Pipe	3.00	2,400.00
280	lin. ft.	24" Corr. Metal Pipe	4.50	1,260.00
90	lin. ft.	60" Corr. Metal Pipe	20.00	1,800.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
19,800	cu. yds.	2½" - 0" Rock in Base	2.30	45,540.00
9,300	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	22,320.00
900	M-gal.	Sprinkling	3.00	2,700.00
7.06	miles	Preparation of Base	200.00	1,412.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.75	11,625.00
150	tons	Furnishing and Placing 151-200 Asphalt	35.00	5,250.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	35.00	3,150.00
130	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,550.00
			Subtotal	$152,706.00
			10% Engr. & Cont.	15,270.60
			Total	$167,976.60

Length of Roadway 7.063 miles
Cost per mile $23,782.61

Federal Secondary Funds- -$ 79,000.00
State Funds- 88,976.60

$167,976.60

RECEIVED
SEP 19 1947
FOR FILING

S-69(2)

#2925

September 18, 1947

Kinsua Lumber Company
Kinsua, Oregon

Gentlemen:

Under authority of Order No. 7058 issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck signs at the grade crossing of your tracks with the Kinsua County Road, approximately 0.9 mile northwesterly from Kinsua. The installation to be made sometime during the summer of 1948.

May we have your consent to our making this installation with the understanding that maintenance of the signs after installation will be a responsibility of your company as provided in the P. U. C. order mentioned.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

GCH:GS

RECEIVED
SEP 19 1947
FOR FILING
S-69(2)

September 17, 1947

J. R. Taggart & Co., Inc.
P. O. Box 7
~~Brogan~~ John Day
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2925, which was awarded to you on July 22, 1947 by the State Highway Commission, covering Butte Creek-Kinzua Section of the Kinzua County Road, in Wheeler County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

FORM 2-125X 9M 9-30

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
SEP 8 1947
FOR FILING

S-69(2)

September 4, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of a standard maintenance agreement, prepared by this Department and executed by the Wheeler County Court and the State Highway Commission, for the Butte Creek-Kinzua Section of the Kinzua County Road, Federal Aid Project No. S-69 (2).

The agreement provides that the county will maintain this section after completion of the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

me

Encl.

cc Mr. J. W. Nash

FORM S-133X 8M 9-46

COMMISSIONERS
T. H. BANFIELD, CHAIR
PORTLAND
ARTHUR W. SCHAUPP, MEM
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
SEP 4 1947
FOR FILING

S-69(2)

August 15, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of encroachment resolution in connection with the Butte Creek-Kinzua Section of the Kinzua County Road, Federal Aid Project No. S-69 (2), which have been signed by the proper officials of Wheeler County.

Copies of the maintenance agreement will be sent you as soon as they have been executed by the Highway Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

✓ cc Mr. J. W. Nash

Jos

RECEIVED
JUL 24 1947
FOR FILING

49(2)

2125

July 23, 1947

J. R. Taggart and Co., Inc.
Box 7,
Brogan, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for grading, surfacing and oiling on the Butte Creek-Kinzua Section of the Kinzua County Road in Wheeler County. This award was based on your low bid of $151,972.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

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JUL 28 1947
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

July 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to J. R. Taggart & Co. Inc., Brogan, Oregon, low bidder on Oregon Federal Aid Project No. S-69(2), Butte Creek-Kinzua Section of the Kinzua County Road.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
JUL 23 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

RECEIVED
JUL 23 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

S-69(2)

July 2, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-69(2), Butte Creek - Kinzua Section of the Kinzua Road in Wheeler County, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUL 7 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

P.O. Box 3900

NOTED
State Highway Engineer

June 27, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to plans for Oregon Project S-69(2), Butte Creek - Kinzua Junction of the Kinzua Road.

It is noted that right of way encroachment of the Condon - Kinzua and Southern Railroad is involved between Stations 347 and 352.

In view of the certificate accompanying the plans indicating that all right of way has been obtained, we assume that easement has been granted in the case of railroad encroachment. Please advise in this regard.

Pursuant to General Administrative Memorandum No. 63, installation of reflectorized warning signs will be required at the grade crossing of the above company at Station 319+60. Your agreement covering the installation is requested.

Very truly yours,

T. M. DAVIS
District Engineer

Original sent to H C Smith

RECEIVED
JUL 2 1947
FOR FILING

S-69(2)

June 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3000
Portland 8, Oregon

Dear Sir:

Reference is made to the railway grade crossing at Station 320 of the Mayville Road-Kinzua Project, S-69 (2), and to the encroachments on railway right of way at Stations 320 and 350 of the same project.

Assurance is hereby given that the State, at its own expense, will install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing at Station 320 and that the signs will be in place before the grading and surfacing construction contemplated in Project S-69 (2) is completed.

The encroachments on railroad property at Stations 320 and 350 are being acquired outright (not on an easement basis). The Company has signed an option and warranty deeds are in process of execution. There will be no encroachment agreement.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

SHP:GS

H. G. Smith, Acting

HT-1(1) Const. Br. over Deep Cr. & a 1947
Culvert over Rock Cr., Milwaukie-
#2926 Estacada Sec., Clackamas Hwy.

RECEIVED
JUN 28 1948
FOR FILING

HT-1 (1)

3726

June 25, 1948

Continental Casualty Company
310 Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No. 2926 covering the Deep Creek Bridge on the Clackamas Secondary Highway, in Clackamas County, has been completed by the contractor, Johnson-Sterner Corporation, and that final payment in the amount of $2,843.52 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $31,660.39, and that no force account work was performed therein. This contract was completed April 7, 1948 but has not been accepted by the Commission, however, we anticipate it will be accepted at the Commission Meeting the first of next week.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Warner M. Bruce, Mgr.
1411 Fourth Avenue Bldg.
Seattle, Wash.

C. A. Tomassene, Agent
614, Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

6-25-48 gf

RECEIVED
APR 14 1948
FOR FILING

HT-1 (1)

#450 W

April 13, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Deep Creek Bridge on Milwaukie-Estacada
Timber Access Road, Oregon HT-1 (1)

Reference is made to your letter of April 8 concerning Price Agreement No. 1 on the above project.

This project was being constructed to accommodate the log truck traffic from the adjacent timber. This traffic is quite heavy during week days, and the direction to the contractor to do the moving of the old structure on Sunday was given to eliminate all possible interference with this log truck traffic. The direction was given by the State and was not for the convenience of the contractor.

The contractor notified us verbally at the time of the work that he expected additional compensation to cover the cost caused by doing the work on Sunday. The claim which he made, however, was, in our opinion, exorbitant. We have been negotiating with him for several months and finally he has agreed to the settlement proposed in Price Agreement No. 1, which we believe is fair and equitable. A record of the additional cost was kept and is attached to the price agreement as a supporting document.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP GM
cc G. S. Paxson

ASSIGNMENT

No. 480
WCW

DESCRIPTION: Let. 4/8/48 from T.M.Davis, PRA re price agreement covering extra labor cost on HT-1(1), Milwaukie-Estacada Timber Access Rd.

DATE: 4/9/48 ASSIGNED TO: PAXSON

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☒ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ____________________________________

REPORT RECEIVED: 4-13-48 -dw

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 8, 1948.

NOTED
G. S. PAXSON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 1 covering extra labor cost on the Deep Creek Bridge portion of Oregon HT-1(1), the Milwaukie - Estacada Timber Access Road.

It is noted that while this work was done on September 7, 1947, the Price Agreement is dated March 24, 1948 and received in this office April 6, 1948. Also, apparently since the Price Agreement does not show the signatures of either the Resident or Division Engineer, the provisions of paragraphs 1.4.6 and 1.5.13 of the Standard Specifications were not adherred to. It is not clear as to whether this work was performed on Sunday at the request of the State or by the contractor for his own convenience.

As you know, the submission of extra work orders or price agreements seven months after the work is completed does not meet with our requirements and in this instance should have been explained.

Before acting on this Price Agreement we would appreciate further information.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
APR 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 9 1948
OREGON STATE HIGHWAY COM[illegible]
[illegible]

RECEIVED
FEB 20 1948
FOR FILING

HT-1(1)

February 19,1948

Johnson-Sterner
3536 S. E. 76th Ave.
Portland
Oregon

Gentlemen:

The State Highway Commission at its meeting on February 3, 1948 had under discussion your request for an extension of time of 120 days, from January 1 to May 1, 1948, within which to complete your contract No. 2926 for the Deep Creek Bridge on the Clackamas Secondary Highway in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as the reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
2-19-48 gs

RECEIVED
JAN 15 1948
FOR FILING

HT-1 (1)

2926

January 9, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

Herewith request for extension of time, to and including May 1, 1948, for the completion of the Deep Creek Bridge on the Clackamas Secondary Highway in Clackamas County, Contract No. 2926, Johnson-Sterner Company, contractor. This project is on the [illegible] Access Road in Clackamas County.

The bridge has been completed with the exception of painting of handrail and removal of the detour bridge. We propose to postpone the painting of handrail until more favorable weather in the Spring.

I recommend the extension of time as requested, without penalty to the contractor, which recommendation is concurred in by Mr. T. E. Davis, District Engineer, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

OSP GM
Attached
cc R. H. Baldock
M. B. Glaisyer
G. S. Paxson

W

FORM E-101K 500 4-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

HT-1-11

2926

October 27, 1947

Johnson-Gearner Corporation
3536 S. E. 76th Avenue
Portland 6, Oregon

Gentlemen:

This will acknowledge receipt of your letter of October 15 in which you present the claim for extra compensation in the amount of $422.90, because of our requirement that the old Deep Creek Bridge be moved into position for a detour on Saturday and Sunday.

Our specifications do not contain a specific requirement that this work be done over the week end but they do definitely state that the roadway shall not be closed to traffic for more than eight hours. The contractor was given an option of building a new detour bridge or of moving the old bridge over, but if he elected to move the old bridge, an eight-hour limit on road closure was specifically provided. In view of these facts, we feel that any claim on your part for additional cost due to overtime must be limited to an eight-hour period. We are willing to discuss the matter further with you on this basis.

Very truly yours,

[illegible]
W C. WILL

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams
A. G. Skelton
R. R. Kelley

RECEIVED
SEP 11 1947
FOR FILING

HT 1 (1)

P. O. Box 3900

September 9, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to plans for the Rock Creek Bridge, Oregon Project No. H.T. 1(1). The P.S.& E. for this project has been reviewed by our Washington Office and they consider they are acceptable, however, the Department of Design has suggested that a pouring diagram be outlined on the plans.

Notes indicating the sequence of pouring will be satisfactory in lieu of a pouring diagram.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

WILLIAMS ✓

ORIGINAL SENT TO PAXSON

HT-1(1)

P.O. Box 3900

August 21, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following comments have been received from the Department of Design of our Washington office concerning the design drawings for the Deep Creek Bridge, Oregon Project No. H.T. 1(1). These details were discussed with Mr. Chase, head design engineer of your department, by Mr. Goodall of our office on August 20th, 1947, and this letter will serve to confirm that discussion.

"Bents Nos. 2 and 4 are to be supported on existing piers for which no details are shown. Information as to the structural details of these piers and when built would be appreciated. Bents No. 1 and No. 5 are supported on an overburden overlying soapstone. No sounding data are shown of this overburden and if settlement should occur the bridge might be in distress. It appears that steel piling driven to soapstone might well be used under these bents.

There is a possibility of the overburden sliding on the soapstone which could be a serious menace to the stability of the structure. These are all features of field determination and undoubtedly have been considered but no information or data thereon are included in the submission. The bridge is on a 5.06 percent grade and we doubt the efficacy of roadway drains in handling the runoff. We believe a better method would be to use cross drains at the ends of the structure and discharge the runoff down the embankment by means of pipes or suitable drains.

No method of construction of the bridges, sequence of pouring, or details of construction joints are shown. We would appreciate information as to how these features are to be handled in construction. Normally in

Noted
WCW

construction of this type, falsework is maintained under all spans until the pouring is completed.

Relative to the hinge details we believe they might be improved by use of diagonal bars intersecting on the center line of the column."

Please furnish this office with 5 reduced size prints of any of the design drawings revised to show the additional information requested above.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 14 1947
FOR FILING

HT-1(1)

1w

August 13, 1947

Johnson-Sterner Corporation
3536 S.E. 76th Avenue
Portland, Oregon

Gentlemen:

We are sending you today a fully executed copy of Contract No. 2926, which was awarded to you on July 22, 1947, by the State Highway Commission, covering the Deep Creek Bridge on the Clackamas Highway in Clackamas County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
AUG 14 1947
FOR FILING

H.T.-1-1

P. O. Box 3900

August 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Additional supplemental P.S.& E. documents for Oregon Project No. N.T. 1(1), Milwaukie - Estacada Road covering construction of the Rock Creek Bridge, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

It will be necessary for us to withhold concurrence in contract award pending receipt of advice that right-of-entry has been obtained in the case of all unacquired right-of-way.

Very truly yours,

T. M. DAVIS
District Engineer.

By:

H. A. Stoddart
Sr. Highway Engineer.

Copy sent to [illegible] 8-11-47

PUBLIC ROADS ADMINISTRATION
Federal Works Agency
Washington 25

File No. H-1.1

July 31, 1947

To: All Division Engineers

From: Commissioner

Under the provisions of the Independent Offices Appropriation Act, 1948, approved July 30, 1947, Emergency Relief Funds authorized by Section 3 of the Act of June 18, 1934, and by Section 4 of the Act of June 8, 1938, may be used in any State for eligible flood relief projects located on either the Federal-aid or Federal-aid secondary highway systems, and Emergency Relief Funds authorized by Section 7 of the Act of July 13, 1943, are hereafter limited to projects located on such systems. The same legislation also permits use of any balances of Federal funds apportioned to any State under the provisions of the Federal-Aid Highway Act of 1944, as well as remaining balances of 1941, 1942 and 1943 apportionments, not exceeding a total of $11,000,000, as matching funds to pay the State's share of cost of any such projects.

With the exceptions above-mentioned, projects and programs providing for an allocation of Emergency Relief Funds shall be submitted in accordance with the procedure outlined in General Administrative Memorandum No. 233, revised, pending the issuance of revised instructions.

RECEIVED
JUL 24 1947
FOR FILING

HT-1(1)

#3726

July 23, 1947

Johnson-Sterner Corporation
3536 Southeast 76th Avenue
Portland 6, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for construction of a concrete bridge over Deep Creek and a culvert over Rock Creek on the Milwaukie-Estacada Section of Clackamas Highway in Clackamas County. This award was based on your low bid of $33,775.00 submitted on that date.

Contract forms will be sent to you for execution within a few days!

Yours very truly,

ORGEON STATE HIGHWAY COMMISSION

Secretary

mr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

RECEIVED
JUL 28 1947
FOR FILING

HT-1-1

#-126

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

July 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to Johnson - Sterner Corporation, Portland, Oregon, low bidder on Oregon Federal Access Road Project No. HT-1(1), Milwaukie - Estacada Section of Clackamas Highway.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

JUL 24 1947
OREGON
STATE HIGHWAY COMMISSION

Jron

RECEIVED
JUL 23 1947
FOR FILING

HT 1(1)

P.O. Box 3900

July 7, 1947

REFERRED TO
Mr. Probert

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming telephone message to Mr. Probert of July 1st, Mr. Frank R. Creedon, Housing Expediter, is agreeable to the use of Veterans Emergency Housing Program funds for bridge construction on Oregon Project H.T. 1(1), Milwaukie - Estacada Timber Access Road.

These structures consist of the replacement of the Rock Creek bridge by a culvert fill and the Deep Creek bridge by a concrete viaduct, as mentioned in your letter of May 19, 1947. The construction of these bridges is with the reservation that the total cost of grading, surfacing and bridges will not require Veterans Emergency Housing Program funds in excess of the amount allotted to this project on December 20, 1946, which amount was $275,000.

You are urged to have the structure work on this project completed prior to the end of the calendar year 1947 and suggest that bids be received at the July bid opening if possible.

Very truly yours,

T. M. DAVIS
District Engineer

4-3307 Lewis and Clark River Sec. of the
Saddle Mt. Park Road 1947

#2927

RECEIVED
NOV 20 1947
FOR FILING

4-2307

November 19, 1947

United Pacific Insurance Company
Medical Arts Bldg.
Tacoma 1
Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 2927 for work on the Lewis and Clark River Section of the Saddle Mountain Park Road, in Clatsop County, has been completed by the contractor, Grimstad & Vanderveldt, and that final payment in the amount of $491.68 will be made on or after November 29,1947.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $8,930.98 and that no force account work was performed therein. This contract was completed on September 30 and accepted by the Commission on October 21, 1947.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ed Fearey, Agent
Spexarth Bldg.
Astoria, Oregon

NOTED ON CARD

11-19-47 JS

RECEIVED
OCT 29 1947
FOR FILING

4-3307

October 29, 1947

United Pacific Insurance Company
Ed. Fearey, Agent
Spexarth Bldg.
Astoria, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Grimstad & Vanderveldt on contract No. 2927, covering the Lewis and Clark River Section of the Saddle Mountain Park Road, in Clatsop County. This payment, in the amount of $4,077.90, will be made on or after November 8, 1947. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-29-47 gl

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT - 8 1947
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

STATE PRINTING DEPT.

Form [illegible]

H-3307

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 4, 1947

Section Lewis and Clark River

Kind of work Grading & Surfacing

Highway Saddle Mount. Park Road

Section prefix 4-3307

Contractor Grimstad & Vandervaldt

Contract number 2927

Date of contract July 22, 1947

Date of completion September 30, 1947

Date work started August 11, 1947

xxxxxxxx date of completion Sept. 30, 1947

Amount of contract $11,114.40

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $10,308.16

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $800.00, %

Date project was completed Sept. 30, 1947

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished the rock on Monday and the final clean up on Tuesday. He moved his equipment out on Wednesday. We are now computing the quantities for the Semifinal Estimate.

OCT 8 1947

NOTED
E.G. SMITH

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
AUG 14 1947
FOR FILING

4-3307

August 13, 1947

Grimsted & Vandervoldt
749 9th Street
Astoria, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of Contract No. 2927, which was awarded to you on July 22, 1947, by the State Highway Commission, covering the grading and topping of the Lewis and Clark River Section of the Saddle Mountain Park Road in Clatsop County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
JUL 24 1947
FOR FILING

4-3307

#2927

July 23, 1947

Grimstad & Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for grading and topping on the Lewis and Clark River Section of the Saddle Mountain Park Road in Clatsop County. This award was based on your low bid of $8,604 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

10-1122 Reedsport Jct. Sec., Oregon 1947
Coast Hwy.
#2928

IVED
FILING

10-1122
Bald
2920

March 8th, 1949

FINAL COST ANALYSIS
Reedsport Junction Section
Grading and Bituminous Macadam Surfacing

Contract #2928
Prefix 10-1122

Contractor - Jack Robinson
Resident Engineer - C. C. McKinney

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	All		$500.00	$125.50	$500.00
Structural Excavation	28.6	Cu. Yd.	$2.58	3.00	73.80	85.80
General "	5,287.6	" "	0.935	1.25	4,946.37	6,609.50
Concrete Catch Basins	3	Only	45.62	50.00	136.87	150.00
Concealed Irrigation System	All	All		400.00	232.98	400.00
Concrete Curbs	33.83	Cu. Yd.	40.47	50.00	1,369.01	1,691.50
2"-0" Cr. Mat'l. in Base	572	" "	2.35	2.75	1,344.20	1,573.00
3/4"-0" Cr. Mat'l. in Level Course	230	" "	2.35	2.75	540.50	632.50
Sprinkling	18.2	M-Gal.	2.72	3.00	49.55	54.60
Furnish & Place Aggregate	171	Cu. Yd.	5.65	6.43	965.69	1,099.53
Furnish & Place 121-150	12.61	Ton	46.65	65.00	588.28	819.65
PA #1, 8" Conc. Sewer Pipe	138	Lin. Ft.	0.95	1.50	131.78	207.00
PA #2, Type "B" Manhole	1	Each	148.41	175.00	148.41	175.00
					$10,652.94	$13,998.08

Gross Revenue	$13,998.08
Total Cost	10,652.94
Profit	$3,345.14

Net Profit Equals 23.9% of Gross Revenue

Reedsport Junction Section
Contract #2928

Detail of Cost

Labor:			
Labor		$4,022.78	
State Industrial, Social Security and Unemployment Insurance		301.71	
			$4,324.49
Materials:			
Oil & Freight	12.61 Tons at $32.40	$408.56	
8" Sewer Pipe	138 Lin. Ft. at 0.40	51.60	
3/4" Galv. Water Pipe	357 " " " 0.18	64.36	
1" Galv. Water Pipe	42 " " " 0.26	10.92	
Fittings for Water Pipe		20.43	
Aggregate	1,080.7 Cu. Yd. at 2.00	2,061.40	
Cement		355.40	
Manhole Grates & Frame		35.92	
Catch Basin Grates & Frames		42.00	
			3,050.59
Rentals & Misc. Supplies:			
Equipment Rentals, Hired		$916.39	
Equipment Rentals, Owned		835.00	
Gas, Oil & Grease		870.50	
Bond, P.L. & P.D.		132.04	
Misc. Supplies & Repair		54.13	
General Overhead		390.00	
Explosives		11.00	
Lumber		68.80	
			3,277.86
Total Cost			$10,652.94

Reedsport Junction Section
Contract #2928

Remarks:

This contract for improvement of existing highway roadbeds at the junction of the Oregon Coast Highway with the Umpqua Highway at Reedsport was a state project which was bid and awarded July 22nd, 1947. Work started December 31st, 1947, and the job was completed September 21st, 1948.

The clearing was very light and was done with D-4 cat and dozer and 2 laborers for a period of two days, thus making a nice profit.

The excavation consisted mostly of borrow material which the contractor obtained from private owners. Contractor used a 10-B Bucyres shovel and three 5 cu. yd. trucks. Contractor made very good progress during the nice weather, but there were long periods when it rained so much that operations were halted. A nice profit was realized.

The concrete work was done very efficiently, using a small 2-sack mixer and a crew of 8 men building forms and pouring concrete, obtaining the concrete aggregate from the Umpqua Sand & Gravel Company at Reedsport. Contractor made a profit on the concrete work.

All the work was purchased from the Umpqua Sand & Gravel Company for this project at a fair price.

The oiling was done by Baker & Wilson, using a distributor, two 5 cu. yd. trucks, 1 roller and 1 grader. Oil was shipped to Reedsport in tank car from Bay District. Contractor had a little trouble with the distributor for a short time but had the machine overhauled and it worked very well. The surplus oil was used by Baker & Wilson on the Florence oil job.

With good supervision and good bid prices, the contractor made a nice profit on this project.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
FEB 11 1949
FOR FILING

10-1122

2928

February 10, 1949

National Surety Corporation
4 Albany St.
New York 6, N. Y.

Gentlemen:

This to advise you that State Highway Contract No. 2928, for work on the Reedsport Junction Section of the Oregon Coast Highway in Douglas County, has been completed by the contractor, Jack Robinson, and that final payment in the amount of $716.44 will be made on or after February 21, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $13,964.52, and that no force account work was performed on the project. This contract was completed September 20 and accepted by the Commission November 3, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. W. B. Gilham
Corbett Bldg.
Portland 4, Oregon

NOTED ON CARD
2-10-49

RECEIVED
DEC 28 1948
FOR FILING

10-1122

2928

December 27, 1948

National Surety Corp.
4 Albany St.
New York 6, N.Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Jack Robinson, on contract No. 2928, covering grading and surfacing on the Reedsport Junction Section of the Oregon Coast Highway in Douglas County. This payment, in the amount of $2,465.31, will be made on or after January 7, 1949. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FM

cc - National Surety Corp.
W.B. Gilham, Agent
Corbett Bldg.
Portland 4, Oregon

NOTED ON CARD
12-27-48

RECEIVED
NOV 30 1948
FOR FILING

10-1122

2928

November 30, 1948

Mr. Jack Robinson
P. O. Box 373
Waldport, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 61 days, from July 31 to September 30, 1948, within which to complete your contract No. 2928 for the Reedsport Junction Section of the Oregon Coast Highway in Douglas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD

11-30-48, gl

RECEIVED
OCT 1 1948
FOR FILING

10-11 12

2928

September 30, 1948

Oregon State Highway Commission

Request for extension of time
No. 4
November 3 and 4 meeting

Gentlemen:

Herewith is a request from Jack Robinson for an extension of time on Contract No. 2928, Reedsport Junction Section of the Oregon Coast Highway. He has requested an extension from July 31, 1948 to September 30, 1948. This contract, however, was completed on September 20, and an extension beyond that time is not necessary.

The extremely wet weather of the early spring delayed the grading and oiling of this section and, in addition, the oiling subcontractor, who was supposed to do the oiling on this project, failed to appear. The 50-day extension did not create any inconvenience, and I would recommend that the extension be granted to September 20 without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

Form E-1—526—1-46

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 25, 1948

Section Reedsport Junction
Highway Oregon Coast
Contractor Jack Robinson
Date of Contract July 22, 1947
Date work started Dec. 31, 1947
Amount of contract $ 13,204.10

Kind of work Grading & Bit. Mac.
Section prefix 10 - 1122
Contract number 2928
Date of completion July 31, 1948
Estimated date of completion Sept. 30, 1948
Per cent of time elapsed 114 %

Estimated cost of completed project, exclusive of engineering $ 13,204.10
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 1,468.67, 11.1 %
Date project was completed September 20, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed on Monday, September 20th.

Mr. Lytle was here on Tuesday, Sept. 21st. and accepted the job.

There is some engineering yet to be done on the job. We have the borrow pit to measure and figure before the final estimate can be made up.
At present we are too busy on the Gatdiner job to do this work.

The planting and seeding on this job can now be done at any time unless it is too wet (which it is at the present time).

The Directional Signs can now be errected (they are badly needed).

RECEIVED
SEP 27 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M.

Signed Thompson
Address Gardiner, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Rain		
Friday	~~Rain~~	overcast	
Saturday	(?)		

RECEIVED
SEP 2 1947
FOR FILING

10-1122

August 28, 1947

Mr. Jack Robinson
P. O. Box 373
Waldport
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2928, which was awarded to you on July 22, 1947 by the State Highway Commission, covering Reedsport Junction Section of the Oregon Coast Highway, in Douglas County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUL 24 1947
FOR FILING

10-1122

#2928

July 23, 1947

Mr. Jack Robinson
Waldport, Oregon

Dear Mr. Robinson:

The State Highway Commission on July 22, awarded you the contract for grading, surfacing, and oiling at the highway junction with the Umpqua Highway on the Reedsport Junction Section of the Oregon Coast Highway in Douglas County. This award was based on your low bid of $13,204.10 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

RECEIVED
JUL 17 1947
FORM E-20 25M 3-47
FOR FILING

10-123

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1947

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The City Council of Reedsport, on July 9, 1947, passed a resolution approving the grades established by the State Highway Commission in connection with the proposed project on the Reedsport Junction Section of the Oregon Coast Highway, bids for which will be called on July 22.

A signed copy of the resolution is attached for transmittal to Mr. Devers, in order that he may secure a copy of the city ordinance with regard to the establishment of the grades, if required.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

me

Encl.

Original + attachment sent forward To Devers
7-16-47
lh

15-1601 Widen bridge over Millers Gulch
on the Pacific Highway 1947

#2929

RECEIVED
FEB 16 1948
FOR FILING

15-1101

February 11, 1948

United Pacific Insurance Company
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2929 for work on the Millers Gulch Creek Bridge on the Pacific Highway, in Jackson County, has been completed by the contractor, Perkins Bros., and that final payment in the amount of $551.77 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $6,965.36, and that no force account work was performed therein. This contract was completed on December 31, 1947 but has not been accepted by the Highway Commission, however, we anticipate that it will be accepted at the March Meeting of the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S.E. Washington St.
Portland 5, Oregon.

NOTED ON CARD

2-11-48

RECEIVED
APR 30 1948
FORM E-30 25M 7-47
FOR FILING

15-1601

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1948

SUBJECT: Millers Gulch Bridge
Contract No. 2929

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Perkins Brothers completed work on the Millers Gulch Bridge on the Pacific Highway in Jackson County, Contract No. 2929, on December 31, 1947.

Will you please secure authority from the Commission to pay the final estimate on this job.

Specified date for completion on the contract was November 30, 1947. A time extension has been granted by the Commission advancing the completion date to December 31, 1947.

Very truly yours,

W A Reeves

W. A. Reeves
Bridge Office Engineer

CAG/ds

cc W. A. Reeves
Goldie Lewis

general
agenda

March 12, 1948
H B Glaisyer

RECEIVED
JAN 29 1948
FOR FILING

15-1601

Medford
done

file

January 21, 1948

Perkins Brothers
8535 S. E. Stark St.
Portland
Oregon

The State Highway Commission, at its meeting on December 29, 1947, had under discussion your request for an extension of time of 31 days, from November 30 to December 31, 1947, within which to complete your contract No. 2929, for the Millers Gulch Creek Section of the Pacific Highway in Jackson County.

I am pleased to inform you that the Commission granted your request without penalty; however, such action was based upon the recommendation of the State Highway Engineer and his report, which considered but did not necessarily adopt either or any of the reasons state in your request.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Forrest Cooper,
Division Engineer

NOTED ON CARD
1-21-48. Jl

RECEIVED
DEC 24 1947
FOR FILING

12-1601

2937

December 22, 1947

State Highway Commission
Salem, Oregon

Gentlemen:

Herewith a request from Perkins Bros. for an extension of time, from November 30, 1947 to December 31, 1947, for the completion of the Millers Gulch Creek Bridge on the Pacific Highway in Jackson County.

In connection with this job, the State is to widen out the approach pavement with its own forces. The weather has not been such that this widening could be properly done. The contractor has delayed widening the curb on the east side of the structure until the pavement was in and traffic could be diverted to the widened section on the west.

We are recommending that the extension be granted without penalty to the contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
Attached
cc R. H. Baldock
W. C. Williams
H. B. Glaisyer
G. S. Paxson

RECEIVED
AUG 14 1947
FOR FILING

15-1601

August 13, 1947

Perkins Brothers
8535 S.E. Stark Street
Portland 16, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of Contract No. 2929, which was awarded to you on July 22, 1947 by the State Highway Commission, covering the Millers Gulch Creek Bridge on the Pacific Highway in Jackson County. This copy is for your records and files.

¶ We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
JUL 24 1947
FOR FILING

15-1601

#2729

July 23, 1947

Perkins Brothers
8535 Southeast Stark Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for widening the bridge over Millers Gulch on the Pacific Highway in Jackson County. This award was based on your low bid of $7,258.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ar

cc - Mr. S. H. Probert
Mr. G. S. Paxson

SN-A-176(9) Santiam River Slope & Pier 1947
Protection Project, Pacific
#2930 Hwy. East

W

RECEIVED
OCT 17 1947
FOR FILING

SN-A-176(7)

October 16, 1947

Hartford Accident & Indemnity Company
Merrill D. Ohling, Agent
275 State St.
Salem, Oregon

Dear Sir:

You are hereby notified that State Highway Contract No. 2930 for slope and pier protection work on the Santiam River on the Pacific Highway East, in Linn and Marion Counties, has been completed by the contractor, Dobyns & Webb, and that final payment in the amount of $804.89 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $20,508.62, of which amount $195.50 represents the amount of force account items. This contract was completed on September 13, 1947 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held on October 21 and 22.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-16-47 gl

RECEIVED
SEP 30 1947
FOR FILING

SN-A-176(1)

#2930

September 30, 1947

Hartford Accident & Indemnity Company
Merrill D. Ohling, Agent
275 State Street
Salem, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Dobyns & Webb, on contract No. 2930, covering Slope and Pier Protection of Santiam River on Pacific Highway East, in Linn and Marion Counties. This payment, in the amount of $19,703.73, will be made on or after October 10, 1947. The retained percentage is $609.39.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

cm.

NOTED ON CARD

9-29-47 g(

Form E-1—5M—12-45

SN-A-176(9)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 9, 1947, 19

Section	Santiam River	Kind of work	Slope and Pier Protection
Highway	Pacific East	Section prefix	22-1116-223
Contractor	Dobyns and Webb	Contract number	2930
Date of contract	July 22, 1947, 19	Date of completion	Sept. 30, 1947, 19
Date work started	August 4, 1947, 19	Estimated date of completion	Sept. 30, 1947, 19
Amount of contract	$15,168.00	Per cent of time elapsed	%

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

Engineering cost to date, $, % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

L.L. Sauers, superintendent, with a TD 14 I.H.C. cat and 2 men began prospecting quarries Monday. Went in on Knox Butte and found nothing but float rock. Did some work on a site 2½ miles East of Jefferson without success. Decided on the State quarry on the South Santiam river about a mile upstream from Jefferson on the Linn County side. Began clearing the quarry Friday, and building access road.

Expect to start a "cat" clearing debris under the ~~Jeffxxxxxx~~ Santiam River Bridge about Wednesday of next week.

NOTED
E. A. PEASE

RECEIVED
AUG 11 1947
STATE OF
DIVISION ENGINEER
DISTRICT NO. 2

NOTED
H. W. LIBBY

Signed A.V. Benedict AV Benedict

Address Route 1, Albany.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors 1, Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
AUG 11 1947
FOR FILING

SN-A-176(9)

August 8, 1947

Dobyns & Webb
630 North Capitol
Salem
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2930, which was awarded to you on July 22, 1947 by the State Highway Commission, covering the Santiam River Section of the Pacific Highway East, in Linn and Marion Counties. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUL 24 1947
FOR FILING

SN-A-176(7)

2130

July 23, 1947

Dobyns and Webb
630 North Capitol Street
Salem, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for the Santiam River Slope and Pier Protection Project on the Pacific Highway East in Linn and Marion Counties. This award was based on your low bid of $15,168.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

SN-H-176(9)

RECEIVED FOR FILING

R. H. Baldock

FINAL COST ANALYSIS

~~Santiam River~~ Slope & Pier Protection
Contract #2930

Dobyns & Webb, Contractors
A. V. Benedict, Resident Engineer

Pacific Highway East
Prefix 22-1116

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Slope & Pier Protection	4,231.9	Cu. Yd.	$3.77	$4.80	$15,969.43	$20,313.12
Force Account					177.13	195.50
					$16,146.56	$20,508.62

Gross Revenue	$20,508.62
Total Cost	16,146.56
Net Profit	$4,362.06

Net Profit Equals 21.2% of Gross Revenue

Detail of Cost

Labor:		
Supervision (L. L. Sauers 1½ Mos. at $450.00)	$675.00	
Labor	3,308.80	
State Industrial Accident Insurance	141.97	
Unemployment Insurance	119.51	
Social Security	39.83	
		$4,285.11
Equipment Rentals & Misc. Expense:		
Hired Shovel Rentals, Fully-operated	$2,760.00	
" Cat & Dozer Rentals, Fully-operated	2,941.57	
" Truck Rentals, Fully-operated	3,840.00	
Owned Truck Rentals	544.00	
Gas, Oil & Grease	399.20	
Royalty on Rock, Lump Sum	100.00	
Traveling Expense & Hotel	460.00	
Office Administration	150.00	
Move In & Out	510.00	
Bond	156.68	
		11,861.45
Total Cost		$16,146.56

Santiam River Slope & Pier Protection

Unit Cost of Various Operations on Slope & Pier Protection

	Cost	Quantity Cu. Yd.	Unit Cost
Loading in Trucks	$3,471.65	4,231.9	$0.82
Hauling	7,703.11	"	1.82
Handle on Fills	3,417.99	"	0.807
Move In, Supt., Bond and Overhead	1,276.68	"	0.30
Royalty	100.00	"	0.23
	$15,969.43	4,231.9	$3.77

Santiam River Slope & Pier Protection

Remarks:

This contract, which consisted of furnishing and placing rock on slopes and around piers of the newly constructed Santiam River Bridge and the overflow bridges on the Pacific Highway East, was bid and awarded on July 22nd, 1947. Work started August 4th, 1947 and the job was completed September 13th, 1947.

The rock used on this project was secured from the state-owned quarry located approximately 1.5 miles southwest of Jefferson adjacent to the Santiam River and also from a privately-owned quarry located about 1 mile southwest of the state-owned quarry which was acquired by the contractors. Both are located in Linn County.

Equipment used by the contractors consisted of two 3/4 cu. yd. shovels, one cat and dozer, five trucks (all rented fully-operated); one shovel was used full time in the state-owned quarry and the other shovel was used the last week of the job in the privately-owned quarry to expedite the completion.

Due to the inadequate space in the state quarry for two shovels, a second quarry was acquired for $100.00 so that the job could be finished before rainy weather could delay completion of the job.

The five trucks did the hauling of the rock to the bridge ends and piers at the rate of about 250 cu. yd. per day. The average haul on the job was about 3.5 miles. The cat and dozer placed the material around the piers and on the slopes.

The contractors moved a compressor on the job but did not use it as the rock did not require shooting. They also had two trucks of their own which hauled away the waste or reject rock.

The contractors made an excellent profit due to the high bid price, good management and good equipment.

E. H. Clymer
Cost Analyst

By . . George Kayser

34-1601 Widen concrete bridge over Dairy
Creek on the Tualatin Highway
#2931 near Hillsboro 1947

34-1601 Widen concrete bridge over Dairy
Creek on the Tualatin Highway
#2931 near Hillsboro 1947

RECEIVED
FEB 24
FOR FILING
FORM E-30 15M 12-48 27989

34-1601

2931

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1949

SUBJECT: Dairy Creek Widening
Contract No. 2931

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

The overrun in cost on this project is almost exclusively in the approach grading and surfacing. Our contract amount was $55,878. Our payments to the contractor on the structural items were $56,193, or an overrun of $315.

These payments include the additional cost due to unanticipated foundation conditions which necessitated splicing of all our foundation piling and totally doubling the length of foundation pile.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

NOTE
W. C. WILLIAM

GSP:gm

RECEIVED
OCT 15 1948
FOR FILING

34-1601

2931

October 14, 1948

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway contract No. 2931 for widening the Dairy Creek Bridge on Tualatin Highway, in Washington County, has been completed by the contractor, Lindstrom Brothers, and that final payment in the amount of $5,230.12 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $63,031.31, and that no force account work was performed therein. This contract was completed August 31, 1948 but has not been accepted by the Commission, however we anticipate that it will be at the Commission Meeting to be held early in November.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Warner M. Bruce, Manager
Northwest Branch Office
1411 Fourth Avenue Bldg.
Seattle, Wash.

C. A. Tomassene
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

10-14-48 g.l.

RECEIVED
SEP - 1 1948
FOR FILING

34-1601

2931

August 31, 1948

Lindstrom Bros.
7335 N. E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 31 days, from July 31 to August 31, 1948, within which to complete your contract No. 2931 for the widening Dairy Creek Bridge on the Tualatin Highway, in Washington County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
8-31-48 gC

17

RECEIVED
AUG 4 - 1948
FOR FILING

34-1601

2931

July 26, 1948

Request for Extension of Time
No. 9
August 9 and 10 meeting.

State Highway Commission

Gentlemen:

Re: Time extension on Dairy Creek Bridge
Widening, Tualatin Highway in Washington
County, Contract No. 2931

Herewith a copy of a request for an extension of time to and including August 31, 1948 for the completion of the work on the Dairy Creek Bridge Widening Project in Washington County, Lindstrom Brothers, contractor.

The widening of the structure itself is complete; however, the widening of the approach grade at each end is being made from material taken from a channel change in the creek. During the spring and early summer the material was too wet to be properly handled in this widening. The material is now in better shape and the work is proceeding. We would recommend that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

FORM [illegible] 8-47

RECEIVED
JUL 19 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

34-1601

2731

July 13, 1948

625W.

The News-Times Publishing Company
Forest Grove, Oregon

Attention of Mr. Ellis J. Lucia
City Editor

Gentlemen:

We have your letter of July 8 addressed to Mr. Baldock and having to do with the progress of the bridge widening at Dairy Creek.

As you probably have observed, the bridge itself is complete except for the removal of the old handrail, which we have left in place to safeguard traffic until such time as the approaches are complete. We are now working on the widening of these approaches and hope to have them widened and surfaced within a reasonably short time. The cause of the delay has been the exceptionally wet spring which has made it impracticable to make the channel change in Dairy Creek and to handle the materials which we are using in the approach [redacted]

We know that the large volume of traffic over this narrow structure is causing considerable inconvenience, and we are doing all we can to speed the job along.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams

RECEIVED
JUL
FOR FILING
STATE H
OFFICE

COMMISSIONERS
H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN R. CHANDLER, MEMBER
COOS BAY

ASSIGNMENT No. 625
WCW

DESCRIPTION: Letter from the News-Times Publishing Co., Forest Grove, Oregon, concerning delay in widening bridge across Dairy Creek between Hillsboro and Cornelius on Tualatin Valley Highway.
DATE: July 9, 1948 ASSIGNED TO: G. S. Paxson

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☒ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ______________________________

REPORT RECEIVED: 7-14-48-ds

REMARKS:

THE NEWS-TIMES PUBLISHING COMPANY
FOREST GROVE, OREGON

July 8, 1948

R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

The News-Times would like very much to know what is the cause for the delay in widening the bridge across Dairy creek between Hillsboro and Cornelius on the Tualatin Valley highway. I hope this does not prove in any way an embarrassing. However, the bridge has been under construction for nearly a year. We have heard many comments about it from the public and thought an official explanation might be of interest to our readers.

Very truly,

Ellis J. Lucia
city editor

RECEIVED
JUL 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 19 1948
FOR FILING

34-1601

2931

July 13, 1948

Lindstrom Bros.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 60 days, from May 31 to July 31, 1948, within which to complete your contract No. 2931, for widening the bridge over Dairy Creek on the Tualatin Highway in Washington County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

7-14-48 gl

RECEIVED
JUN 22 1948
FOR FILING

2T

34-1601

2931

June 21, 1948

Request for Extension of Time
No. 7
June 28 and 29 meeting.

State Highway Commission

Gentlemen:

Re: Time Extension on Dairy Creek Bridge
Widening on Tualatin Valley Highway
in Washington County

Herewith copy of a request for an extension of time, to and including July 31, for the completion of the work on the widening of the Dairy Creek Bridge on the Tualatin Valley Highway in Washington County, Lindstrom Brothers, contractor, Contract No. 2931. The original completion date on this project was March 31, 1948, and it was previously extended to and including May 31.

The continued high water in Dairy Creek has prevented placing of the approach embankment. This approach embankment was not a part of the contract, as the work had been set up for State forces. Due to shortage of men on our State crews, Lindstrom Brothers are to make the embankment under a price agreement. Under these conditions we would recommend that the time extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
O. S. Paxson
W. A. Reeves

RECEIVED
APR 29 1948
FOR FILING

24-1601

April 28,1948

Lindstrom Bros.
7335 N. E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 19, 1948, had under discussion your request for an extension of time of 60 days, from March 31 to May 31, 1948, within which to complete your contract No. 2931 for widening Dairy Creek Bridge on the Tualatin Highway, in Washington County.

I am pleased to inform you that the State Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as the reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

4-28-48 gl

RECEIVED
MAR 16 1948
FOR FILING

34-1601

March 15, 1948.

Request for Extension of Time
No. 2
April 19 and 20 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a request of Lindstrom Bros. for an extension of time from March 31, 1948 to May 31, 1948 on their contract No. 2931, Dairy Creek Bridge project on the Tualatin Valley Highway in Washington County.

The Contractor has made every effort to expedite work on this project but has been delayed by unusually high water in Dairy Creek which has persisted over a considerably long period of time.

I recommend that this extension of time be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
WCW/ds

cc - W. C. Williams
G. S. Paxson

W

34-1601
#2931

CROSS REFERENCE SHEET

Name or Subject Portland General Electric Company **File No.**

Regarding Request to move power poles and lines as may be necessary for the reconstruction work being done on the Dairy Creek Bridge **Date** 9-9-47

SEE

Name or Subject CONSTRUCTION **File No.**
Right-of-way
Encroachment

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

Library Bureau
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Remington Rand Inc.
Branches Everywhere
Made in U. S. A.
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For use in all Filing Systems

RECEIVED
AUG 14 1947
FOR FILING

34-1601

August 13, 1947

Lindstrom Brothers
7335 N.E. Broadway
Portland 16, Oregon

Gentlemen:

We are enclosing, herewith, a fully executed copy of Contract No. 2931, which was awarded to you on July 22, 1947 by the State Highway Commission, covering the Dairy Creek Bridge on the Tualatin Highway in Washington County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

/w

1 Encl.

RECEIVED
JUL 24 1947
FOR FILING

34-1601

#2931

July 23, 1947

Lindstrom Brothers
7335 Northeast Broadway
Portland 16, Oregon

Gentlemen:

The State Highway Commission on July 22, awarded you the contract for widening the concrete bridge over Dairy Creek on the Tualatin Highway near Hillsboro in Washington County. This award was based on your low bid of $55,878.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

10-4208 Umpqua River Bridge
Oregon Coast Highway 1947

2932

RECEIVED
MAY 20 1948
FORM E-50 25M 6-42
FOR FILING

Files

10-4308

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May May 19, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

L

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	6096	2932	4-Final	Tom Lillebo	1,902.29	328014	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This contract has been accepted and time extension is without penalty.

aaw

NOTED ON CARD
5-19-48 gl

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved ____________
Secretary

RECEIVED
MAY 3 1948
FOR FILING

10-4208

May 3, 1948

Glens Falls Indemnity Co.,
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2932 for work on the Umpqua River Bridge on the Oregon Coast Highway, in Douglas County, has been completed by the contractor, Tom Lillebo, and that final payment in the amount of $1,902.29 will be made on or after May 13, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $8,663.28, and that no force account work was performed therein. This contract was completed on March 27 and accepted by the Commission on April 19, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

5-3-48 g(

RECEIVED
APR 29 1948
FOR FILING

13-4208

April 28, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting on April 19, 1948, had under discussion your request for an extension of time of 87 days, from January 1 to March 27, 1948, within which to complete your contract No. 2932 for repair of Umpqua River Bridge pier fenders on the Oregon Coast Highway, in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

W. A. Reeves

NOTED ON CARD

4-28-48 gl

RECEIVED
APR 14 1948
FOR FILING

10-4208

April 12, 1948

Request for Extension of Time
No. 8
April 19 and 20 meeting.

State Highway Commission

Gentlemen:

Herewith contractor's request for an extension of time to complete the work on the Repair of Umpqua River Bridge Pier Fenders on the Oregon Coast Highway in Douglas County, Tom Lillebo, contractor, Contract No. 2932. The contractor requests an extension of time from January 31, 1948 to and including March 27, 1948.

In the flood of January 4 and 5 of this year, heavy drift and log rafts took out a considerable portion of the old fender piling and a small portion of the work just completed. The additional time was required in repairing this damage. We would recommend that the extension be granted without penalty to the contractor.

This is a State Project and does not require concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

OSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson

RECEIVED
FEB 10 1948
FOR FILING

10-4208

Salem, Oregon
February 6, 1948

Mr. G. S. Paxson

On February 3 the Highway Commission approved an additional authorization to Contract No. 2932 with Tom Lillebo, contractor, in the amount of $5,600, to repair damage to the pier protection dolphins and fenders of the Umpqua River bridge at Reedsport caused by the floods in January, at the specified contract unit prices.

The above increased authorization results in raising the total project authorization to date to $12,000.

W. W. Stiffler

WWS:ew
cc S. H. Probert
I. A. DeFrance

RECEIVED
JAN 22 1948
FOR FILING

10-4208

2932

Maint.
Bridges
General

Adm.
Letters
Comm.

January 19, 1948

Oregon State Highway Commission

Gentlemen:

The high water and floods resulting from continued rains between January 1 and January 7 did considerable damage to the dolphins and fenders protecting the main piers of the bridge crossing the Umpqua River on the Oregon Coast Highway at Reedsport.

Contract No. 2932, to repair the Umpqua River drawbridge fenders, was awarded to Tom Lillebo, contractor, on August 26, 1947, to repair damage resulting from the 1945 flood. Total project authorization was $6,400.00.

Mr. Lillebo has only recently completed all the work contemplated in his contract and the final estimate has not been made up. Therefore, we respectfully request an additional authorization of $5,600.00 on Contract No. 2932 to repair the damage resulting from recent floods, at the same unit prices specified in the contract.

Original contract authorization			$ 6,400.00
Estimated overrun of contract - engineering		$ 600.00	
Additional work to be authorized at contract unit prices:			
Pier 3. Pier protection. Replace 44 piling, which includes 5 9-pile dolphins, complete	$3,500.00		
Pier 4. Replace 1 15-pile dolphin, which is the nose protection to the draw rest	1,000.00		
Engineering and contingencies	500.00		
	$5,000.00	5,000.00	
Additional authorization		$5,600.00	5,600.00
Total project authorization			$12,000.00

Oregon State Highway Commission
Page 2
January 19, 1940

The $5,600.00 authorization requested can be taken from the contingencies item of the 1940 special maintenance budget as approved in the amount of $400,000.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc E. A. Collier
G. S. Paxson

RHB:WWS:EW

Rough draft

Oregon State Highway Commission

Gentlemen:

The high water and floods resulting from continued rains between January 1 and January 7 did considerable damage to the dolphins and fenders protecting the main piers of the bridge crossing the Umpqua River on the Oregon Coast Highway at Reedsport.

Contract No. 2932, to repair the Umpqua River drawbridge fenders, was awarded to Tom Lillebo, contractor, on August 26, 1947, to repair damage resulting from the 1945 flood. Total project authorization was 6400.00 $6,399.24.

Mr. Lillebo has only recently completed all the work contemplated in his contract and the final estimate has not been made up. Therefore, we respectfully request an additional authorization of 5600.00 ~~$5,050.76~~ on Contract No. 2932 to repair the damage resulting from recent floods, at the same unit prices specified in the contract.

Original contract authorization			$6400.00 ~~$6,399.24~~
~~Estimated overrun of contract - engineering~~		$600.00	
Additional work to be authorized at contract unit prices:			
Pier 3. Pier protection. Replace [illegible]44 piling, which includes 3 9-pile dolphins, complete	$3500.00 ~~$[illegible].00~~		
Pier 4. Replace 1 15-pile dolphin, which is the nose protection to the draw rest	$1000.00 ~~$[illegible].00~~		
Engineering and contingencies	500.00	$5000.00 5600.00	
Additional authorization			$5600.00 ~~$5,050.76~~
Total project authorization			12000 ~~$11,450.00~~

64
55
/10

The 5600 ~~$5,050.76~~ authorization requested can be taken from the contingencies item of the 1948 special maintenance budget as approved in the amount of $400,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

(send cc to Collier and Paxson

56 2

96
750
4800
672
72000

Original Contract Authorization			$6399.24
Estimated Overrun of Contract - Engineering	539.76		
Additional Work to be authorized at Contract Unit Prices			
Pier 3 pier protection, etc	3220.00		
Pier 4	860.00		
Eng + Const	431.00		
	4511.00	4511.00	
Additional Authorization		5050.76	5050.76
Total Project Authorization			11,450.00

Deposit [illegible] Dec 9 48 — $ 6399.24

Estimated Carrying Cost
[illegible]

[illegible]

[illegible]

[illegible]

[illegible] $ [illegible] [illegible]

[illegible] $ [illegible]

w

RECEIVED
OCT 3 1947
FOR FILING

10-4208

October 2, 1947

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2932 which was awarded to you on August 26, 1947, by the State Highway Commission, covering the repair of Umpqua River Bridge Pier Fenders on the Oregon Coast Highway in Douglas County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm.
Encl. 1.

Recorded
g

RECEIVED
AUG 28 1947
FOR FILING

10-4208
2932

[illegible] for [illegible]

August 27, 1947

Mr. Tom Lillebo
Reedsport
Oregon

Dear Mr. Lillebo:

The State Highway Commission on Monday, August 25, awarded you the contract for repair of the pier fenders on the Umpqua River Bridge on the Oregon Coast Highway at Reedsport in Douglas County. This award was based on your low bid of $5,049.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert
G. S. Paxson

120-1050 Globe-Elmira Sec., Richardson- 1947
Eugene Secon. Hwy.
#2933

RECEIVED
SEP - 9 1948
FOR FILING

120-1050

2933

September 8, 1948

General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2933 for surfacing on the Globe-Elmira Section of the Richardson-Eugene Secondary Highway, in Lane County, has been completed by the contractor, McNutt Brothers, and that final payment in the amount of $3,667.15 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $122,238.22, of which amount $363.80 represents force account items. This contract was completed July 9, 1948 but has not as yet been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

9-8-48

RECEIVED
AUG 16
FOR FILING

120-1050

August 11, 1948

Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to McNutt Bros., on contract No. 2933, covering the Globe-Elmira Section of the Richardson-Eugene Secondary Highway in Lane County. This payment, in the amount of $4,565.82, will be paid on or after the 23rd of August. The retained percentage is $3,668.15.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD
cw

120-1050

Form E-1-5M-1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 17, 1948

Section Globe - Elmira

Kind of work Surfacing

Highway Richardson - Eugene

Section prefix 120-1050

Contractor McNutt Bros.

Contract number 2933

Date of Contract August 25, 1947

Date of completion May 31, 1948

Date work started October 17, 1947

Estimated date of completion July ~~XX~~ 9, 1948

Amount of contract $109,970

Per cent of time elapsed 327/280 117%

Estimated cost of completed project, exclusive of engineering . . . . Plus Minor Bet. $ 113,670 9,000

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $ 7,250, 6.6%

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Chapman, Raymond and Ford remeasured the 1¼"-0" stockpile Tuesday A.M. Work was done on the final estimate. Jack McNutt claims that the excess ¼"-0" screenings have been promised to loggers and other private buyers.

NOTED
H. W. LIBBY

RECEIVED
JUL 19 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. B[illegible]

Signed J. C. Chapman

Address Old Post Office Bldg. Eugene, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		17.11			
Miles partially completed					
Miles completed		17.11			
Total estimated quantities		29,430	12,000		
Estimated quantities moved or placed to date		29,430	12,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUN 9 1948
FOR FILING

120-1050

June 7, 1948

McNutt Brothers
351½ E. Broadway
Eugene
Oregon

Gentlemen:

The State Highway Commission, at its meeting on May 25, 1948, had under discussion your request for an extension of time of 40 days, from May 31 to July 10, 1948, within which to complete your contract No. 2933 for the Globe-Elmira Section of Richardson-Eugene Secondary Highway, in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why youfailed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD
6-7-48 gf

RECEIVED
MAY 24 1948
FOR FILING

120-1050

May 17, 1948

Request for Extension of Time
No. 10
May 24 and 25 meeting.

Oregon State Highway Commission

Gentlemen:

I hand you herewith copy of a request from McNutt Brothers, for an extension of time from May 21, 1948 to July 10, 1948, on the Globe-Elmira Section of the Richardson-Eugene Secondary Highway, Contract No. 2933.

At the last meeting of the Commission, you granted an authorization to increase the quantity of crushed rock on the project in the amount of 5,000 yards, which was to be stockpiled for use on other sections of the highway. For this reason, the additional time will be required. Work under the original contract will be completed by May 17, 1948, leaving only the crushing of the maintenance materials to complete the project.

I recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc - W. C. Williams
H. G. Smith

a

RECEIVED
SEP 23 1947
FOR FILING

120-1550

2933

September 23, 1947

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2933 which was awarded to you on August 25, 1947, by the State Highway Commission, covering the Globe-Elmira section of Richardson-Eugene Secondary Highway in Lane County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

FQA:cm

Encl. 1.

RECEIVED
AUG 28 1947
FOR FILING

120-1050

#2933

August 27, 1947

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission on Monday, August 25, awarded you the contract for rock surfacing and furnishing crushed material in stockpiles on the Globe-Elmira Section of the Richardson-Eugene Secondary Highway in Lane County. This award was based on your low bid of $109,970 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert

21-1021 Waldport Section
Oregon Coast Highway 1947

2934

RECEIVED
JAN 18 1949
FOR FILING
21-1021
2934

January 18, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2934 for work on the Waldport Section of the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, D.F. McKennie, and that final payment in the amount of $1,330.61 will be made on or after January 28, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $42,731.58, of which amount $233.19 represents force account items. This contract was completed June 30, 1948 and accepted by the Commission August 9, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Jo. Stroyan
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
1-18-49 JP

17

Contract # 2934

RECEIVED
JUL 27 1948
FOR FILING

21-1021

2934

July 26, 1948

Southern Pacific Company
109 North Commercial St.
Salem, Oregon

Attn: Harry Foo

Gentlemen:

In reply to your letter of July 21, regarding payment to your company for freight on car SCCX 1230 shipped from Willbridge to D. F. McKenzie on June 12, we can advise that we contacted Mr. McKenzie by phone on July 23 and he advised us that a check for this bill had been mailed to your company the day preceding. He also stated that the invoice for the freight had not reached him until the forepart of last week.

We trust that this will take care of the matter but if there is further question, do not hesitate to write us.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:FAQ/sc

NOTED ON CARD

7-27-48, 91

9-46-50M Sheets

COPY OF DEMURRAGE OR STORAGE BILL

2-803-E

Tol do, Ore. STATION June 28 1948 194 D. S. Nops

M Ore State Highway Comm, & D F McKenzie

TO **Southern Pacific Company,** DR., FOR DEMURRAGE OR STORAGE

CAR INITIAL & NO.	WAYBILLED FROM	TO	DATE, SERIES & NO	COMMODITY	FREIGHT BILL NO.
SCCX 1230	Willbridge	Toledo	6//12/ 5453	Asphalt	965

DEMURRAGE

ARRIVAL			NOTIFICATION			CAR RE-ORDERED			CONSTRUCTIVE PLCMT.			ACTUAL PLCMT.			UNLOADED		
Mo.	Day	Hour	Mo.	Day	Hour	Mo.	Day	Hour	Mo.	Day	Hour	Mo.	Day	Hour	Mo.	Day	Hour
6	15	pm	6	15	pm							6	15	6pm	6	22	6am

CAR ORDER NO.	DATE WANTED		CONSTRUCTIVE PLCMT.			ACTUAL PLCMT.			LOADED & BILLED		
			Mo.	Day	Hour	Mo.	Day	Hour	Mo.	Day	Hour

STORAGE

ARRIVAL			NOTIFICATION			DELIVERED		
Mo.	Day	Hour	Mo.	Day	Hour	Mo.	Day	Hour

COPY

WEIGHT { OTHER THAN EXPLOSIVES, ETC. LBS.
EXPLOSIVES & DANGEROUS ARTICLES LBS.

REMARKS

Notice of congealed condition
file 6/15 1948

FREE & EXCL TIME

FREE TIME (DATES) 16, 17 18 19
SUNDAYS & HOLIDAYS (DATES) 20
WEATHER INTERFERENCE
MILES FROM STATION (CONSIGNEE)

DAYS @ $ PER DAY
1 DAYS @ 3.30 PER DAY
DAYS @ ¢ Per 100 Lbs. Per Day
DAYS @ ¢ Per 100 Lbs. Per Day
DAYS @

DEMURRAGE DUE 3.30

STORAGE DUE

THIS COMPANY APPRECIATES SUGGESTIONS FROM THE PUBLIC WHICH MAY BE HELPFUL IN IMPROVING SERVICE. THE MANAGEMENT WELCOMES, IN PARTICULAR, REPORTS OF UNUSUALLY SATISFACTORY AND COURTEOUS TREATMENT RECEIVED AT THE HANDS OF OUR EMPLOYES SO THAT BY COMMENDING SUCH ACTS THE USEFULNESS OF THE COMPANY'S ORGANIZATION TO THE PUBLIC MAY BE INCREASED. GENERAL MANAGER, 65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA.

SOUTHERN PACIFIC LINES

ACCOUNTING DEPARTMENT COPY

TOLEDO ORE Station, JUNE 16 48 19

Consignee OREGON STATE HY COMM C/O B F MCKENZIE Freight Bill No. 965

Destination TOLEDO ORE Route SPS PORTLAND SP (POINT OF ORIGIN TO DESTINATION)

To **SOUTHERN PACIFIC COMPANY,** Dr., For Charges on Articles Transported:

WAYBILLED FROM	WAYBILL DATE AND NO.	FULL NAME OF SHIPPER	CAR INITIALS AND NO.
WILLBRIDGE ORE	6/12/48 5453	SHELL OIL CO	SOGX 1230
POINT AND DATE OF SHIPMENT	CONNECTING LINE REFERENCE	PREVIOUS WAYBILL REFERENCES	ORIGINAL CAR INITIALS AND NO.

NUMBER OF PACKAGES, ARTICLES AND MARKS	WEIGHT	RATE	FREIGHT	ADVANCES	TOTAL
TC LIQUID ASPHALT Y-9 121/150 PENN 10093 GALS SNL&C	74486	24	178.77		

COPY

LOCATION

Warehouse Pool or Section

Total 178.77

Prepaid

To Collect 178.77

Make Checks Payable to the Company

SUBJECT TO STORAGE OR DEMURRAGE CHARGES IN ACCORDANCE WITH PUBLISHED TARIFFS.

THE ORIGINAL PAID FREIGHT BILL MUST BE SURRENDERED FOR OVERCHARGES TO BE REFUNDED AND MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE.

Southern Pacific Company

ROOM 220 PIONEER TRUST BUILDING
109 N. COMMERCIAL ST., SALEM, OREGON
PHONE 8805

HARRY FEE,
DISTRICT FREIGHT AGENT

IN REPLY PLEASE REFER TO
A-513-18

July 21, 1948
Salem, Oregon

Mr. H. B. Glasyer
Secty State Highway Commission
Salem, Oregon

Dear Sir:

Mr. L. M. Halvorson, Agent Southern Pacific Co., Toledo, on June 16th and 28th forwarded for collection from Mr. D. F. McKenzie Company, 1465 Mission St., Salem freight bill covering charges on car asphalt SCCX 1230 from Willbridge, Oregon, June 12th and a demurrage bill for $3.30 on car in question. Mr. McKenzie was again traced for reply on July 8th and July 19th for the remittance, but to date he has not replied. As Mr. McKenzie was road contractor on highway job at Waldport for your commission and as I understand final accounting has not yet been made under this contractor's bond, respectfully request that you instruct Mr. McKenzie to forward his check in amount of $182.07 if this asphalt is tax exempt, if not tax exempt, 3% Federal Tax should be added to above amount.

Appreciate your assistance in this matter.

Yours truly,

Harry Fee

Harry Fee,
District Freight Agent

RECEIVED
JUL 23 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-27-48

1T

RECEIVED
JUL 22 1948
FOR FILING

21-1021

2934

July 21, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14
Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to D.F. McKenzie a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2934 for widening of the Waldport Section of the Oregon Coast Highway, in Lincoln County. This payment, which is in the amount of $9,664.93, reduces the retained percentage to 3% of the total amount earned by the contractor or the sum of $1,233.25. The present payment to the contractor will be made on or after July 31, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is given you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

7-21-48, gl

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1948, 19

Section Waldport	Kind of work Bit. Mac. Widening
Highway Oregon Coast	Section prefix 21-1021
Contractor D.F.McKenzie	Contract number 2134 ? 2134
Date of Contract Aug. 25, 1947, 19	Date of completion July 31, 1948, 19
Date work started Oct. 14, 1947, 19	Estimated date of completion, 19
Amount of contract . . . . $ 41,645	Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering . . . . $ 43,000

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 4500, % Date project was completed June 30, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor gave oil mat final brushing and took blade out. Left crew to clean and paint curbs clean oyt catch basins and manholes and left. Mr. Eason over job Tuesday.

Went up Eckman Creek tuesday and looked over the prospecting. Found that the dike runs in an easterly direction up the spur from where Eldon made his opening. A good quality of rock was uncovered, the dike being about 40-50 feet thick on top and will have hanging walls that will dip north and south at 86° which will widen the dike as it goes down. The activity to the south noted when Mr. Eason was up was the operation of L.R.Kaufman, exploring the ridges and spurs south of this area. He reported Thursday that there is good rock where he is prospecting. Mr. Morelock has authorized the use of 2 laborers from the Waldport section for some hand work on this exploration when wanted;

RECEIVED
JUL - 6 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. B[illegible]TH

Signed J J Walters

Address Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	See final quantities. on last report to be				
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders 1, Rollers.........., Mixers.........., Crushing or screening plants..........
Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all	week	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 23 1947
FOR FILING

21-1221

F 2934

September 23, 1947

Mr. D. F. McKenzie
1465 Mission Street
Salem, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2934 which was awarded to you on August 25, 1947, by the State Highway Commission, covering the Waldport section of Oregon Coast Highway in Lincoln County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm.

Encl. 1.

RECEIVED
SEP 18 1947
FOR FILING

21-1021

#2984

Salem, Oregon
September 16, 1947

Mr. F. D. Mason
Division Engineer
Department

Dear Sir:

D. F. McKenzie, contractor on the Waldport job, is authorized to obtain rock from the Iron Mountain quarry. He should be billed for the royalty at $0.03 per cubic yard at the completion of the job.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: D. F. McKenzie
H. G. Smith

RECEIVED
AUG 28 1947
FOR FILING

21-1021

2934

August 27, 1947

Mr. D. F. McKenzie
1465 Mission Street
Salem, Oregon

Dear Mr. McKenzie:

The State Highway Commission on Monday, August 25, awarded you the contract for grade and bituminous macadam widening on the Waldport Section of the Oregon Coast Highway in Lincoln County. This award was based on your low bid of $41,645.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert

16-1016 USRS North Unit Main Canal
The Dalles-California Hwy. 1947

2935

RECEIVED
AUG 2 - 1948
FOR FILING

16-1516

#5155

July 30, 1948

U. S. Department of Interior
Bureau of Reclamation, Region I
P. O. Box 937
Boise, Idaho

Attention: Mr. R. J. Newell
Regional Director

Gentlemen:

Re: Deschutes Project, Oregon
Contract Symbol 156r-110, Amend. No. 1

We are returning herewith signed voucher in the amount of $12,726.86, which amount reimburses the State of Oregon for funds advanced in constructing the North Unit Main Canal Bridge.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

CAG BD
Attach.

cc L. E. Parsons
Bridge Dept.

July 21, 1948

Mr. J. W. Taylor
Construction Engineer
U. S. Bureau of Reclamation
Bend, Oregon

Dear Sir:

Reference is made to our letter to you under date of July 20, submitting a statement of construction costs for the bridge over the North Unit, Main Canal, on The Dalles-California Highway in Jefferson County, Oregon.

Since mailing our letter we find that our Bridge Engineering Department had previously submitted a billing to your Boise office, had received a counterclaim statement of design expense and a voucher form authorizing payment to the state of the agreed amount of cooperation by the Reclamation Service.

Will you please consider this letter, therefore, as a request to cancel our letter of July 20.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

cc: G. S. Paxson

July 20, 1948

Mr. J. W. Taylor
Construction Engineer
U. S. Bureau of Reclamation
Bend, Oregon

Dear Sir:

There is enclosed herewith a statement of cost of constructing the bridge over the North Unit, Main Canal on The Dalles-California Highway in Jefferson County, Oregon, as per Agreement No. I 56r-110, Amendment No. 1, dated June 7, 1947.

The total cost to the State for constructing the bridge was $23,737.26, of which, the U.S. Reclamation Service is obligated for 50 per cent, or $11,868.63. In addition to this cost, we understand that your engineering department may have expended certain sums for design work and overhead which should be included in the total cooperative construction cost. The total combined cost is then to be paid in equal amounts by each cooperator.

We will await your advice regarding final settlement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

cc: G. S. Paxson

LEP:cw

OREGON STATE HIGHWAY COMMISSION

Statement of cost of constructing bridge over North Unit U.S. Reclamation Service Main Canal on the reconstructed The Dalles-California Highway at Highway Station 1903+90, in Jefferson County, Oregon, consisting of a rigid frame reinforced concrete bridge, being two 27' 6" clear spans with 42 feet roadway, constructed in accordance with Agreement No. I 56r-110, Amendment No. 1, dated June 7, 1947. Bridge completed February 27, 1948.

Shoring, cribbing, etc.	All		at	$2,000.00	$ 2,000.00
Structural excavation	328.93	cu. yds.	at	5.00	1,644.65
Class "A" concrete	247.09	cu. yds.	at	60.00	14,825.40
Metal reinforcement	45,418.58	lbs.	at	0.095	4,314.77
Cement adjustment	-31.67	bbls.	at	3.70	-117.18
Total of payments to contractor					$22,667.64
Actual construction engineering expense					1,069.62
Total cost of bridge					$23,737.26
To be paid by U.S. Reclamation Service - 50%					$11,868.63

July 20, 1948

Invoice for Service Rendered or Goods Furnished to
OREGON STATE HIGHWAY COMMISSION
by

U. S. Bureau of Reclamation

Box 937

Boise, Idaho

This Space for Use of Accounting Division

Date ....

Invoice No. ....

P. O. No. ....

STATE PRINTING DEPT.

One-half of total actual cost of constructing three bridges over the North Unit Main Canal at crossings of The Dalles-California Highway, south of Culver in Jefferson County, as per Agreement of November 22, 1944.

Total cost as given in attached statement -	$ 44,894.19
One-half to be paid by State of Oregon -	22,447.10
Less State's claim for surfacing cost -	78.40
Amount due from State of Oregon	$ 22,368.70

16-1018-281

LE Parsons

12/8/47

Oct 14, 1947

M.D. # 1915 Billed Reclamation Service $103.87 for patching the pavement at ends of Canal bridge constructed by Adler Const. Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BEND, OREGON

October 8, 1947.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Reference is made to invoice #9655 dated September 17, 1947, which was submitted by your office to the Adler Construction Company, P. O. Box 1917, Seattle, 11, Washington to cover repairs to the Culver Secondary Highway at Milepost 3.1, which invoice has been forwarded to this office by the Adler Construction Company.

Payment of the invoice by the Adler Construction Company would in turn necessitate the preparation and issuance of an extra work order by the Bureau to repay the company. It has been customary for the Highway Commission to bill the Bureau for such work and the charge is then credited to the State's payment of one-half the total construction cost.

Unless there is definite objection on your part, we would much prefer to handle the above referred to bill in the same manner.

Very truly yours,

/s/ J. W. Taylor
Acting Construction Engineer

cc - Adler Construction Company,
Lytle Building,
Madras, Oregon

Please refer to your letter of September 26, 1947.

cc W. E. Chandler
District Engineer,
Bend, Oregon.

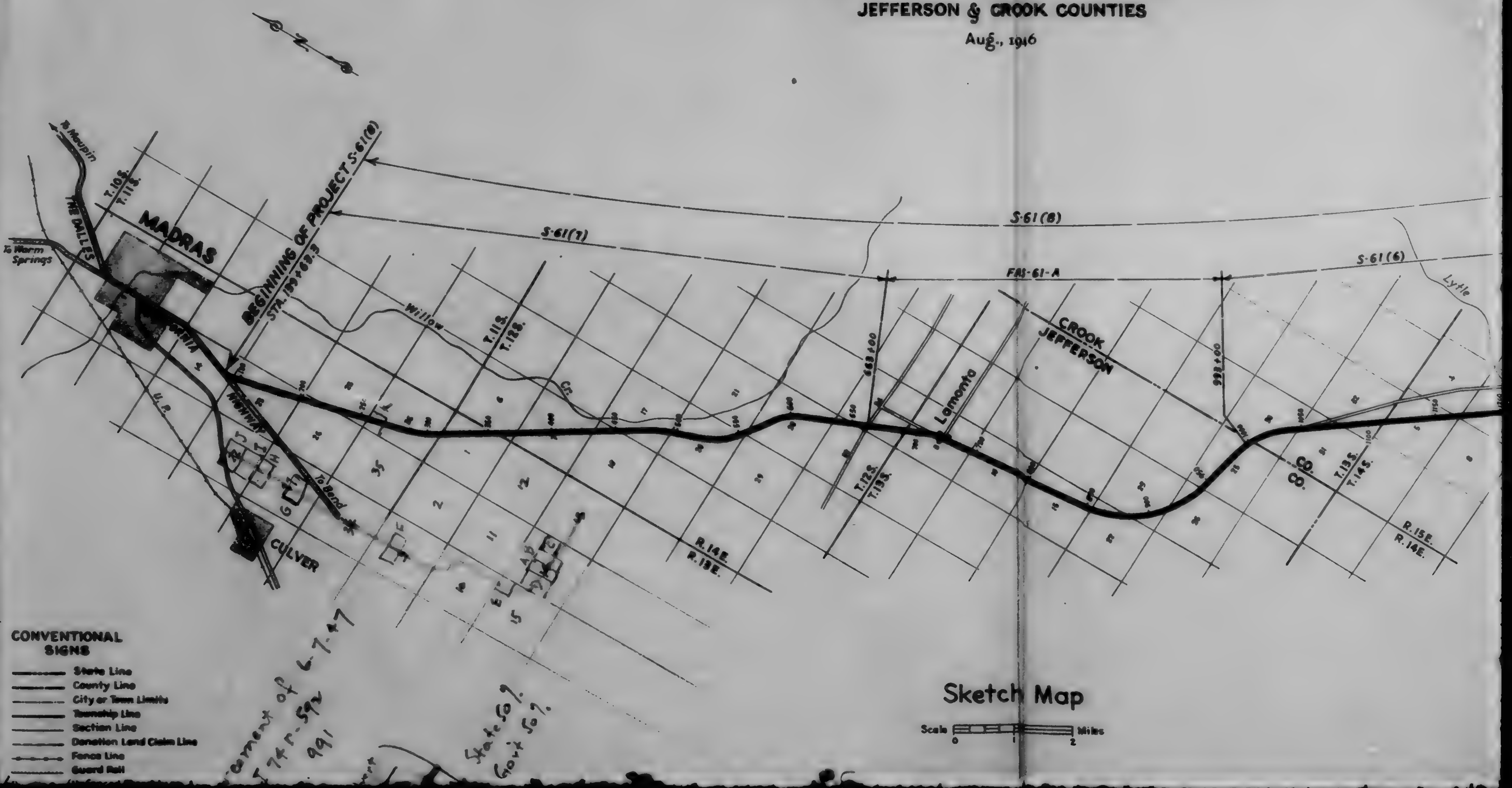
COPY

INDEX OF SHEETS	
NO.	DESCRIPTION
1	Title Sheet
2	Summary and Typical Sections
3-8	Plan and Profile

DWG. NO.
2061 Standard Structures

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT
MADRAS - PRINEVILLE SECTION
MADRAS - PRINEVILLE HIGHWAY
JEFFERSON & CROOK COUNTIES

Aug., 1946



Sketch Map

…rement of 6-7-47
I 74 r-592
991

State 50%
Gov't 50%

MADRAS - PRINEVILLE SECTION MADRAS - PRINEVILLE HIGHWAY JEFFERSON & CROOK COUNTIES				SHEET No. 1
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-61(8)		See Index

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

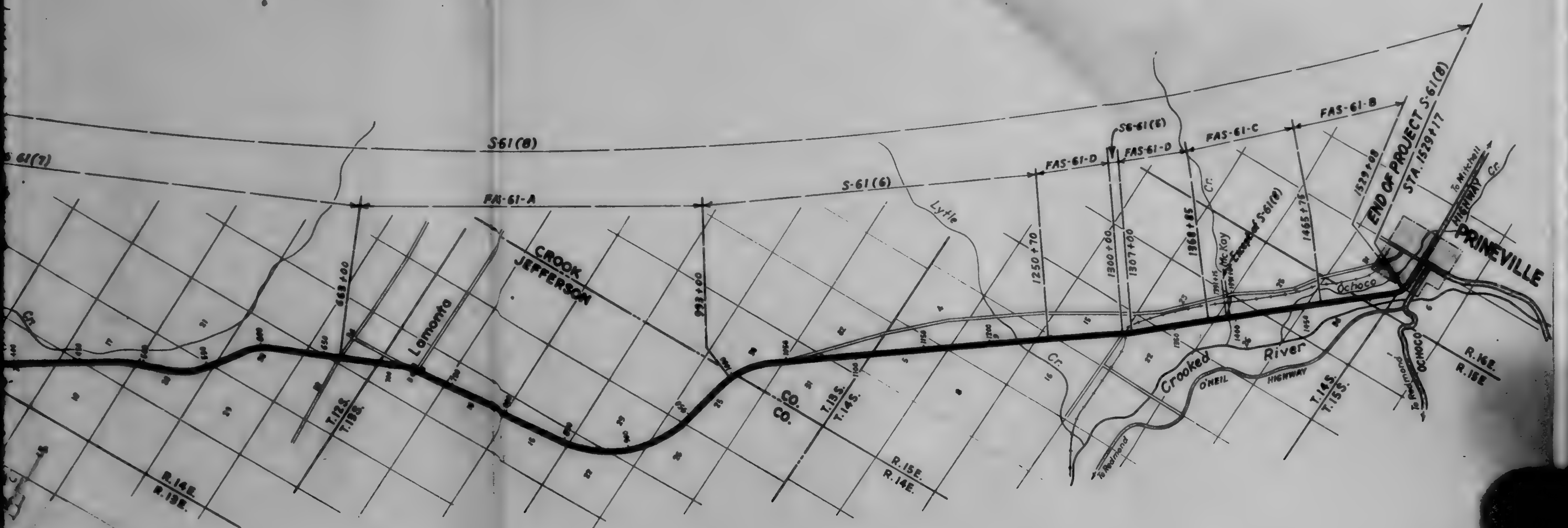
PLANS FOR PROPOSED PROJECT

MADRAS - PRINEVILLE SECTION

MADRAS - PRINEVILLE HIGHWAY

JEFFERSON & CROOK COUNTIES

Aug., 1946



Sketch Map

Scale 0 1 2 Miles

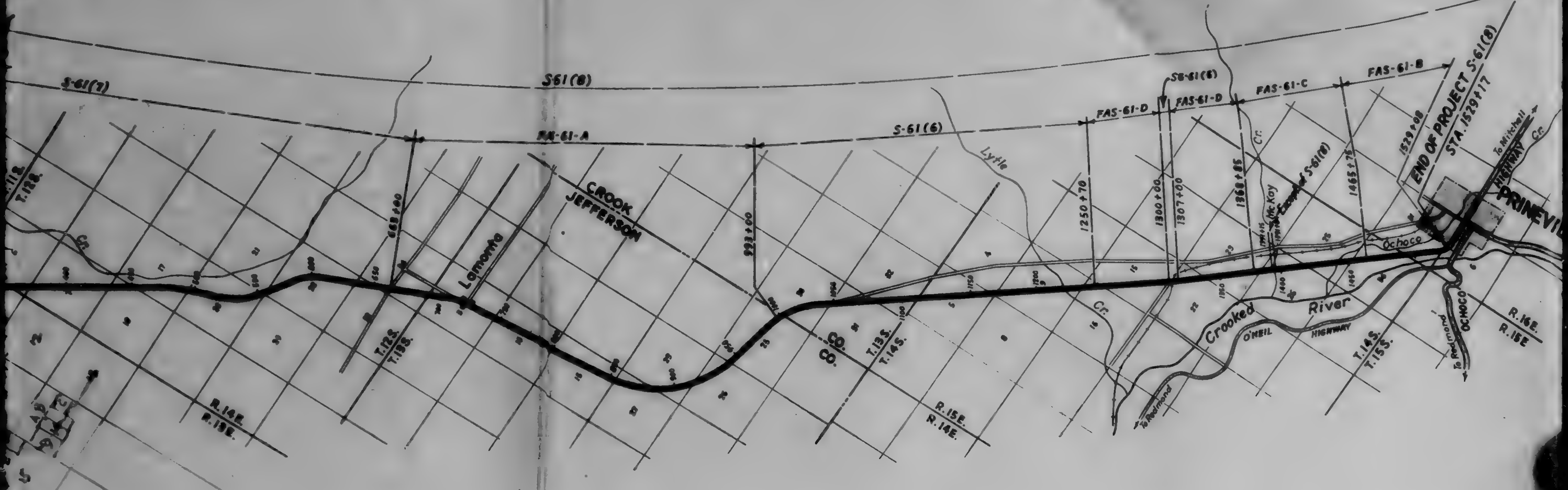
STATE HIGHWAY ENGINEER

REGISTERED PROFESSIONAL ENGINEER 187

DISTRICT ENGINEER
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~

JEFFERSON & CROOK COUNTIES

Aug., 1946



Sketch Map

Scale 0 1 2 Miles

Govt 50%

K Siphon 100% Govt

Detours - 50% State
50% Govt

REGISTERED PROFESSIONAL ENGINEER
157
OREGON
NOV. 8, 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

T. H. BANFIELD, Chairman
ARTHUR W. SCHAUPP, Commissioner
MERLE R. CHESSMAN, Commissioner

STATE HIGHWAY ENGINEER

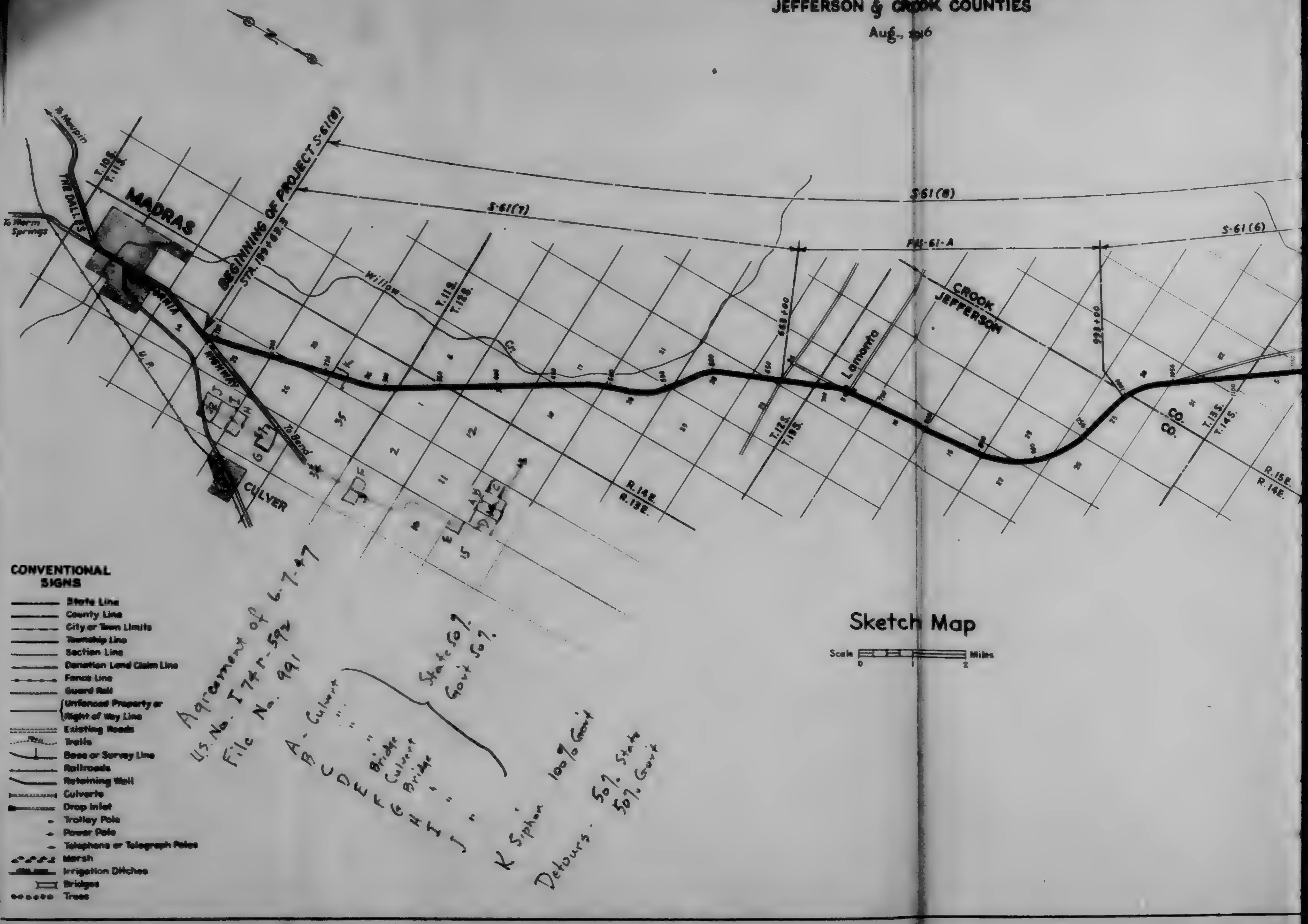
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

DIVISION ENGINEER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CHIEF WESTERN DIVISION
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

MADRAS - PRINEVILLE SECTION
MADRAS - PRINEVILLE HIGHWAY
JEFFERSON & CROOK COUNTIES

Aug., 1946



Agreement of 6-7-47
U.S. No. I74r-592
File No. 991

A - Culvert
B "
C "
D "
E Bridge
F Culvert
G Bridge
H "
I "
J "

State 50%
Govt 50%

K Siphon 100% Govt

Detours. 50% State
50% Govt

Sketch Map

Scale 0 1 2 Miles

FORM E-20X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 30, 1947

SUBJECT:

To: Mr. G. S. Paxson:

L

We are handing you herewith one unexecuted copy of the agreement between the Highway Commission and the U. S. Bureau of Reclamation covering the installation of five siphons and eight culverts on The Dalles-California Highway in connection with the Deschutes Project.

One copy of this agreement has been forwarded to Wm. E. Chandler at Bend and Mr. Glaisyer has retained one copy for the Commission's files.

W. C. Williams

JM:bb
Attachment

cc: S. H. Probert✓

Symbol & No. I74r-603

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

North Unit, Deschutes Project, Oregon

Contract with State of Oregon
For Canal and Lateral Crossings of
The Dalles-California Highway, U. S. No. 97
(old and new locations)

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Symbol & No. I74r-603

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

North Unit, Deschutes Project, Oregon

Contract With State of Oregon For Canal and Lateral Crossings of The Dalles-California Highway, U. S. No. 97 (old and new locations)

THIS CONTRACT, Made this 18th day of September, 1947, between THE UNITED STATES OF AMERICA, represented by the contracting officer executing this contract, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, commonly known as the Federal Reclamation Law, hereinafter referred to as the United States, and the STATE OF OREGON, acting by and through its Highway Commission, pursuant to Sections 100-114 and 100-115, Oregon Compiled Laws, Annotated, hereinafter referred to as the State,

WITNESSETH, That:

Explanatory Recitals

2. WHEREAS, the United States is engaged in the construction of the North Unit of the Deschutes Reclamation Project within the State of Oregon, hereinafter referred to as the Deschutes Project, under the said Federal Reclamation Law; and

3. WHEREAS, the State has constructed a highway known as "The Dalles-California Highway, U. S. No. 97", and is constructing another highway to be known as "The Dalles-California Highway, U. S. No. 97" at a new location; and

4. WHEREAS, The Dalles-California Highway (old location) is constructed over and across:

The SE¼NW¼ of Section 22, Township 11 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "A", attached hereto and by this reference made a part hereof;

The SE¼SE¼ of Section 20, and the SW¼SW¼ of Section 21, all in Township 13 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "B", attached hereto and by this reference made a part hereof;

The SW¼NW¼ of Section 28, and the SE¼NE¼ of Section 29 all in Township 13 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "C", attached hereto and by this reference made a part hereof;

The SW¼SE¼ and the SE¼SE¼ of Section 20, and the NE¼NE¼ and NW¼NE¼ of Section 29, all in Township 12 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "D", attached hereto and by this reference made a part hereof;

The SW¼NW¼ and the NW¼SW¼ of Section 17, and the SE¼NE¼ and the NE¼SE¼ of Section 18, all in Township 12 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "E", attached hereto and by this reference made a part hereof;

The SE¼SE¼ of Section 7 and the SW¼SW¼ of Section 8, all in Township 12 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "F", attached hereto and by this reference made a part hereof;

The NW¼SW¼ of Section 5, Township 12 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown by the plat identified as Exhibit "G", attached hereto and by this reference made a part hereof;

and

5. WHEREAS, the State has constructed The Dalles-California Highway (new location) over and across:

The SW¼NE¼ and the SE¼NW¼ of Section 34, Township 11 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "H", attached hereto and by this reference made a part hereof;

The SW¼NE¼ and the SE¼NW¼ of Section 20, Township 13 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "I", attached hereto and by this reference made a part hereof;

The NW¼NE¼ and the NE¼NW¼ of Section 29, Township 13 South, Range 13 East, Willamette Meridian, Jefferson County

Oregon, as shown by the plat identified as Exhibit "J", attached hereto and by this reference made a part hereof;

Lot 3 of Section 3, Township 12 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "K", attached hereto and by this reference made a part hereof;

The S½SE¼ of Section 27, Township 11 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "L", attached hereto and by this reference made a part hereof; and

The NW¼NE¼ and the NE¼NW¼ of Section 17, Township 13 South, Range 13 East, Willamette Meridian, Jefferson County, Oregon, as shown on the plat identified as Exhibit "M", attached hereto and by this reference made a part hereof;

and

6. WHEREAS, the United States claims, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 371, 391), a reserved right-of-way over and across the SE¼NW¼ of Section 22, S½SE¼ of Section 27, the SW¼NE¼ and the SE¼NW¼ of Section 34, all in Township 11 South, Range 13 East, W. M., Lot 3 of Section 3, the NW¼SW¼ of Section 5, the SE¼SE¼ of Section 7, the SW¼SW¼ of Section 8, the SW¼NW¼ and the NW¼SW¼ of Section 17, the SE¼NE¼ and the NE¼SE¼ of Section 18, the SW¼SE¼ and SE¼SE¼ of Section 20, the NE¼NE¼ and the NW¼NE¼ of Section 29, all in Township 12 South, Range 13 East, W.M., the NW¼NE¼

and the NE¼NW¼ of Section 17, the SE¼SE¼, the SW¼NE¼, the SE¼NW¼ of Section 20, the SW¼S[illegible]¼ of Section 21, the SW¼NW¼ of Section 28, the SE¼NE¼, and the NW¼NE¼ and the NE¼NW¼ of Section 29, all in Township 13 South, Range 13 E., W.M.;

and

7. WHEREAS, it will be necessary for the United States to cross The Dalles-California Highway (old location) and The Dalles-California Highway (new location) with other canals, laterals and other water conduits and roadways, transmission and distribution lines for telephone, telegraph and electricity or other power or irrigation works, which may be built in the future by the United States for the Deschutes Project and other Federal Reclamation projects;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations herein contained, it is agreed as follows:

Rights-of-Way Confirmed and Granted by State

8. The State hereby confirms to the United States a right-of-way for the canal and lateral system for the Deschutes Project, over and across the SE¼NW¼ of Section 22, S½SE¼ of Section 27, the SW¼NE¼ and SE¼NW¼ of Section 34, all in Township 11 South, Range 13 East, W.M., Lot 3 of Section 3, the NW¼SW¼ of Section 5, the SE¼SE¼ of Section 7, the SW¼SW¼ of Section 8, the SW¼NW¼ and the NW¼SW¼ of Section 17, the SE¼NE¼ and the NE¼SE¼ of Section 18, the SW¼SE¼ and SE¼SE¼ of Section 20, the NE¼NE¼ and the NW¼NE¼ of Section 29, all in Township 12 South, Range 13 East, W.M., the NW¼NE¼ and the NE¼NW¼

of Section 17, the SE¼SE¼, the SW¼NE¼, the SE¼NW¼ of Section 20, the SW¼SW¼ of Section 21, the SW¼NW¼ of Section 28, the SE¼NE¼ and the NW¼NE¼ and the NE¼NW¼ of Section 29, all in Township 13 South, Range 13 East, W.M., Jefferson County, Oregon, pursuant to the Act of Congress approved August 30, 1890 (26 Stat. 371, 391), and releases, acquits and discharges the United States, and its successors and assigns, from any and all liability for damages or compensation arising from the entry upon said land and from the construction, reconstruction, operation and maintenance thereon of works pertaining to the Deschutes Project.

Lateral Crossings to be Constructed by United States Subject to Reimbursement

9. The United States will construct the canal and lateral system for the Deschutes Project, at its own expense, subject to reimbursement as provided in Article 12 hereof, over and across the rights-of-way of The Dalles-California Highway (old location):

At the Bureau of Reclamation Engineer's Station 2831+58 of the North Unit, Main Canal, in the SE¼NW¼ of Section 22, Township 11 South, Range 13 East, W.M., as shown on Exhibit "A", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 14+32.7 and 49+87.4 of Lateral N-34-4 in the SE¼SE¼ of Section 20, and the SW¼SW¼ of Section 21, and the SW¼NW¼ of Section 28 and SE¼NE¼ of Section 29, all in Township 13 South, Range 13 East, W.M., as shown on Exhibits "B" and "C", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 0+65 of Lateral M-41-1 in the SW¼SE¼ and the SE¼SE¼ of Section 20, and the NE¼NE¼ and the NW¼NE¼ of Section 29, all in Township 12 South, Range 13 East, W.M., as shown on Exhibit "D", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 13+07 of Lateral M-41-8 in the SW¼NW¼, and the NW¼SW¼, Section 17 and the SE¼NE¼ and the NE¼SE¼ of Section 18, all in Township 12 South, Range 13 East, W.M., as shown on Exhibit "E", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 166+32 of Lateral M-41 in the SE¼SE¼ of Section 7 and the SW¼SW¼ of Section 8, all in Township 12 South, Range 13 East, W.M., as shown on Exhibit "F", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 254+98 of Lateral M-43 in the NW¼SW¼ of Section 5, Township 12 South, Range 13 East, W.M., as shown on Exhibit "G", attached hereto and made a part hereof.

and the United States will construct a siphon to carry the North Unit Main Canal across and under said highway at said Station 2831+58 (Highway Station 919+30), and will construct siphons in said Laterals M-41 and M-43 to carry said laterals across and under said highway at said Station 166+32 (Highway Station 623+15), said Station 254+98 (Highway Station 691+95) and will construct culverts to carry said Laterals M-34-4, M-41-1 and M-41-8 across and under said highway at said Station 14+32.7 (Highway Station 192+25, said Station 49+87.4 (Highway Station 167+75), said Station 0+65 (Highway Station 471+00) and said Station 13+07 (Highway Station 996+30), all in accordance with the plans and drawings approved by the Oregon State Highway Commission, or its duly authorized representative, and the Chief Engineer of the United States Bureau of Reclamation.

North Unit Main Canal Crossings to be Constructed by United States Subject to Reimbursement

10. The United States will construct the canal and lateral system for the Deschutes Project, at its own expense, subject to reimbursement as provided in Article 12 hereof, over and across the rights-of-way of The Dalles-California Highway (new location):

At the Bureau of Reclamation Engineer's Station 2720+00.5 of the North Unit Main Canal in the SW¼NE¼ and the SE¼NW¼ of Section 34, Township 11 South, Range 13 East, W.M., as shown on Exhibit "H", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 11+44.6 of Lateral M-34-3 in the SW¼NE¼ and the SE¼NW¼ of Section 20, Township 13 South, Range 13 East, W.M., as shown on Exhibit "I", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 76+34.5 of Lateral M-34 in the NW¼NE¼ and the NE¼NW¼ of Section 29, all in Township 13 South, Range 13 East, W.M., as shown on Exhibit "J", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 29+84.7 of Lateral M-48 in Lot 3 of Section 3, Township 12 South, Range 13 East, W.M., as shown on Exhibit "K", attached hereto and made a part hereof;

At the Bureau of Reclamation Engineer's Station 31+26.3 of Lateral M-51 in the S½SE¼ of Section 27, Township 11 South, Range 13 East, W.M., as shown on Exhibit "L", attached hereto and made a part hereof;

At the point of crossing of the Henderson Drain Ditch in the NW¼NE¼, NE¼NW¼ of Section 17, Township 13 South, Range 13 East, W.M., as shown on Exhibit "M", attached hereto and made a part hereof;

and the United States will construct a siphon in said North Unit Main Canal at said Station 2720+00.5 (Highway Station 256+75), and will construct a siphon in Lateral M-48 at said Station 29+84.7 (Highway Station 291+89), and will construct culverts in said Lateral M-34-3 at said Station 11+44.6 (Highway Station 795+18), in Lateral M-34 at said Station 76+34.5 (Highway Station 827+55), in Lateral M-51 at said Station 31+26.3 (Highway Station 218+56) and in the Henderson Drain Ditch at Highway Station 734+37, all of said siphons and culverts to be constructed across and under said highway, in accordance with plans and drawings approved by the Oregon State Highway Commission, or its duly authorized representative, and the Chief Engineer of the United States Bureau of Reclamation.

Construction of Detours

11. The United States shall construct suitable detours around or over any construction authorized hereunder so that traffic may pass freely at all times. The arrangement of such detours or other methods

of handling of traffic shall be subject to the approval of the State Highway Commission, or its duly authorized representative, and the Chief Engineer of the United States Bureau of Reclamation.

Reimbursement by State

12. The State shall reimburse the United States for one-half of the cost of constructing the five siphons and eight culverts aforesaid, including the cost for the construction of any temporary detour in connection with the construction of permanent structures, within a reasonable time after the submission of a statement or statements showing in detail the items of expense for which payment is to be made, and the United States shall permit the State, at its own expense, to make whatever audits are necessary to verify the correctness of such statements. The United States will assume one-half the cost of constructing said culverts and siphons.

Grant of Rights-of-Way Where United States Does Not Have Reserved Rights

13. For and in consideration of the assumption by the United States of one-half of the cost of said culverts and siphons the State hereby grants to the United States, its successors and assigns, the perpetual right to construct, operate and maintain, at its own expense, over and across the said The Dalles-California Highway (old location) and the said The Dalles-California Highway (new location), in Oregon, canals, laterals or water conduits of any kind, where the United States has no reserved right-of-way either under the said Act approved August 30, 1890 or under Section 116-441 of the Oregon Compiled Laws, Annotated,

as modified by Chapter 581, Oregon Laws of 1947 (codified as Section 106-310 O. C. L. A.), and the right to cross at any point or points on said highway with roads, transmission and distribution lines for telephone, telegraph, electricity or other power or irrigation works which may be built in the future by the United States for any Federal Reclamation Project. Where the United States has a reserved right-of-way under the said Act approved August 30, 1890, or under Section 116-441, Oregon Compiled Laws, Annotated, as modified by Chapter 581, Oregon Laws of 1947 (codified as Section 106-310 O. C. L. A.), the State shall reimburse the United States for one-half of the cost of allsuch crossings constructed in the future by the United States at its own expense. In any case where a crossing is desired over the said highways, the United States shall give written notice to the State Highway Commission describing the location of each proposed crossing and submitting the plans for the facilities proposed for such crossing. The said Highway Commission, or its duly authorized representative, shall review these plans promptly and indicate in writing its approval or disapproval together with the reasons for disapproval. If the Bureau of Reclamation and the State Highway Commission are unable to agree on satisfactory plans, the Bureau's plans and the comments of the State Highway Commission shall be submitted to the Secretary of the Interior who shall make a final determination of the matters in controversy.

Maintenance of Safeguards during Construction

14. During the construction by the United States of any of the works herein authorized to be constructed over or across said highway

the United States will maintain such barricades, warning signs or signals, lights or other safeguards as may be reasonably necessary properly to warn and safeguard the public against injury or damage.

Removal of Debris, Refuse and Waste

15. All debris, refuse and waste which may have accumulated upon the said highway rights-of-way by reason of any construction activities undertaken hereunder by the United States will be removed therefrom by the United States immediately upon completion of such work.

Grant by United States to State

16. In connection with any highway crossings undertaken by the United States under this agreement where bridges or other structures are required to carry the highway over a canal or water conduit, the United States hereby grants to the State, subject to the completion of any such structure, the title to such structures to comprise and be operated and maintained thereafter as a part of the State's highway system without interference with said canal or conduit and without expense to the United States. Upon the completion of any such structure, the United States shall give written notice to the State Highway Commission which shall announce the completion of the said structure and indicate what portion or portions of the facilities constructed by the United States for a crossing shall be deemed to comprise a part of the highway system of the State and what part of the canal and lateral system for the Federal Project. The State Highway Commission shall indicate its acceptance of the title to the said structures

promptly and in writing, or its objections to any portion of the announcement of the United States. If the Bureau of Reclamation and the State Highway Commission are unable to agree upon a satisfactory stage of completion of the portion of any structures to become a part of the State highway system, the Bureau's announcement and the State Highway Commission's objections thereto shall be submitted to the Secretary of the Interior who shall make a final determination of the matters in controversy.

Nonassumption of Liability for Damages

17. The State does not assume any liability for injury or damage to any person or property incident to or that may arise during and in consequence of

(a) the use, occupancy, and enjoyment, in accordance with this agreement, by the United States of any of the said highway crossings, or

(b) the construction of, erection of, presence of, maintenance of, or failure properly and safely to construct, operate and maintain, use and enjoy any or all of the structures and facilities to be owned, operated and maintained by the United States.

Covenant Against Contingent Fees

18. The State warrants that the State has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall

give the United States the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the State for the purpose of securing business with others than the Government.

Successors and Assigns Bound

19. This agreement shall inure to the benefit of and be binding upon the successors or assigns of the parties hereto.

Contingent on Appropriations

20. Where the operations of this contract extend beyond the current fiscal year the contract is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year shall have expired. In case such appropriation as may be necessary to carry out this contract is not made, the State hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

Nondiscrimination Re Employees

21. The State shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts: Provided, however, that this clause does not refer to, extend to or cover the business or activities of the State

which are not related to or involved in the performance of this contract.

Officials Not to Benefit

22. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By J. LYLE CUNNINGHAM
Acting Regional Director

(SEAL)

ATTEST:

/s/ H. B. Glaisyer
Secretary

APPROVED:

/s/ H. C. Williams
Acting State Highway Engineer

APPROVED AS TO FORM
AND LEGALITY

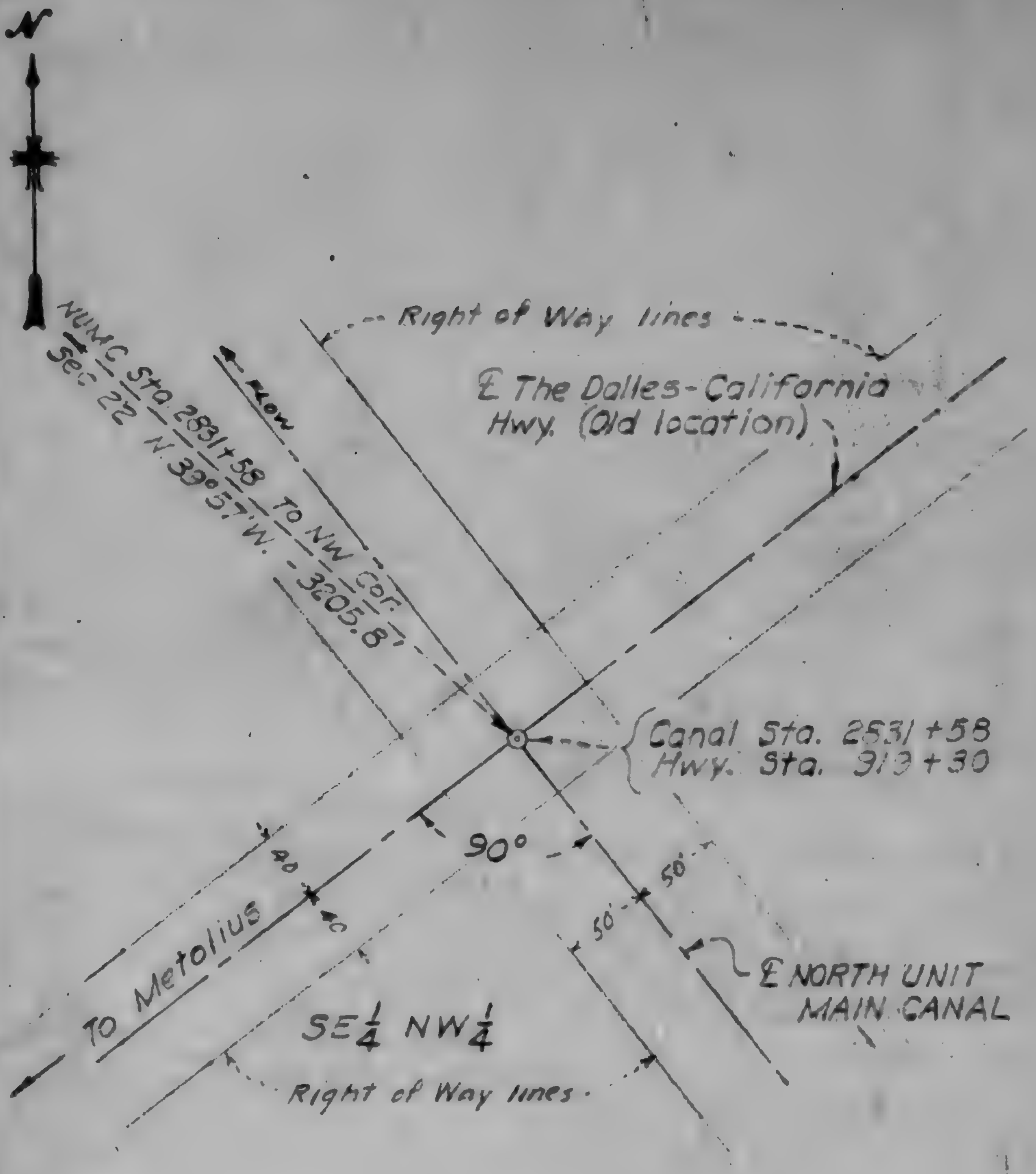
/s/ J. M. Devers
Chief Counsel

STATE OF OREGON

By /s/ T. H. Banfield
Chairman, State Highway Commission

By /s/ A. W. Schaupp
Member, State Highway Commission

By
Member, State Highway Commission



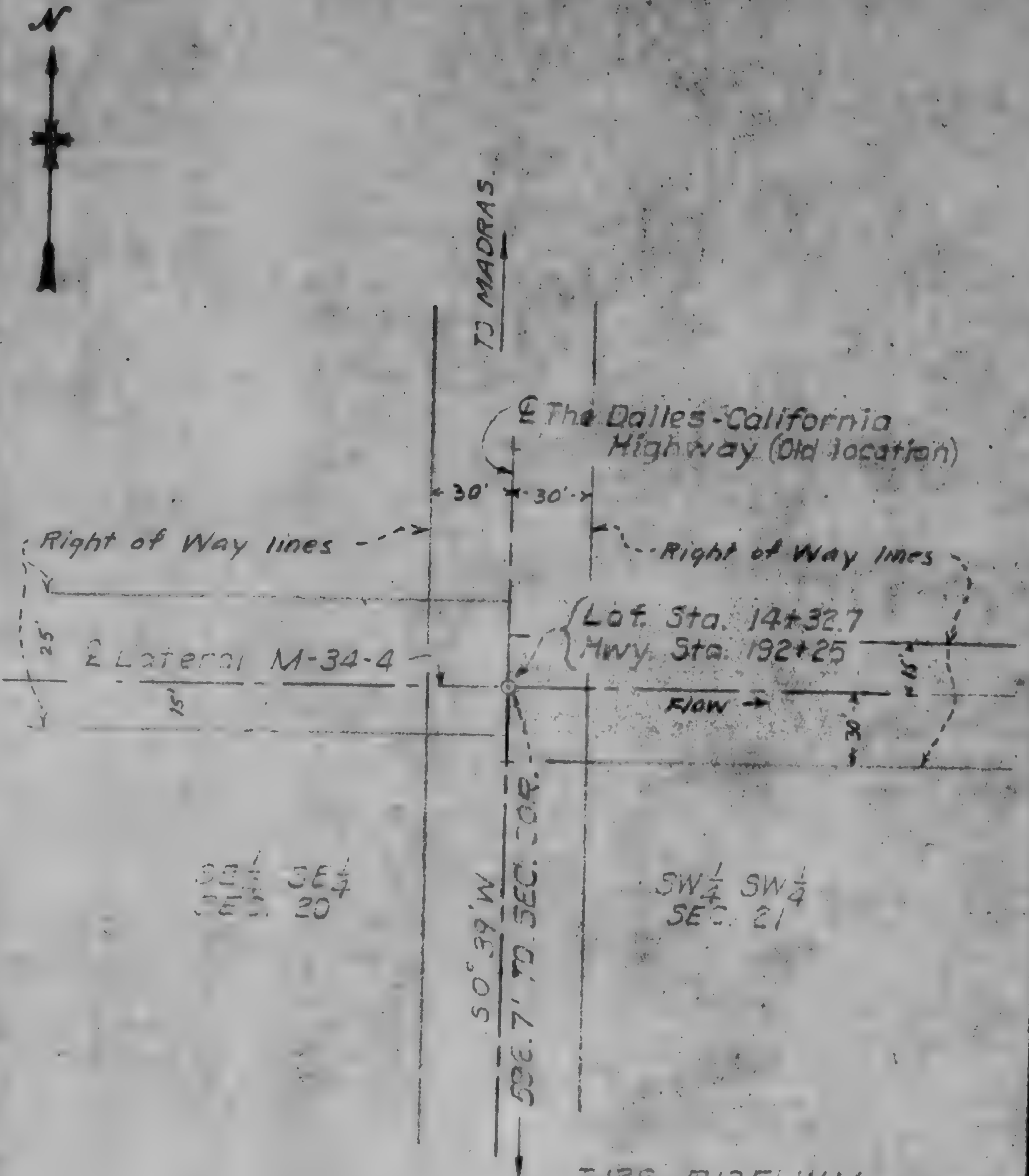
SEC. 22, T11S. R13E. WM.
Jefferson County, Oregon

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

NORTH UNIT MAIN CANAL
CROSSING - STA. 2831+58
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CES RECOMMENDED
CHECKED APPROVED
3-C-329 BEND, OREGON. MAR. 11, 1947

EXHIBIT "A"



T.13S., R.13E., W.M.
Jefferson County, Oregon

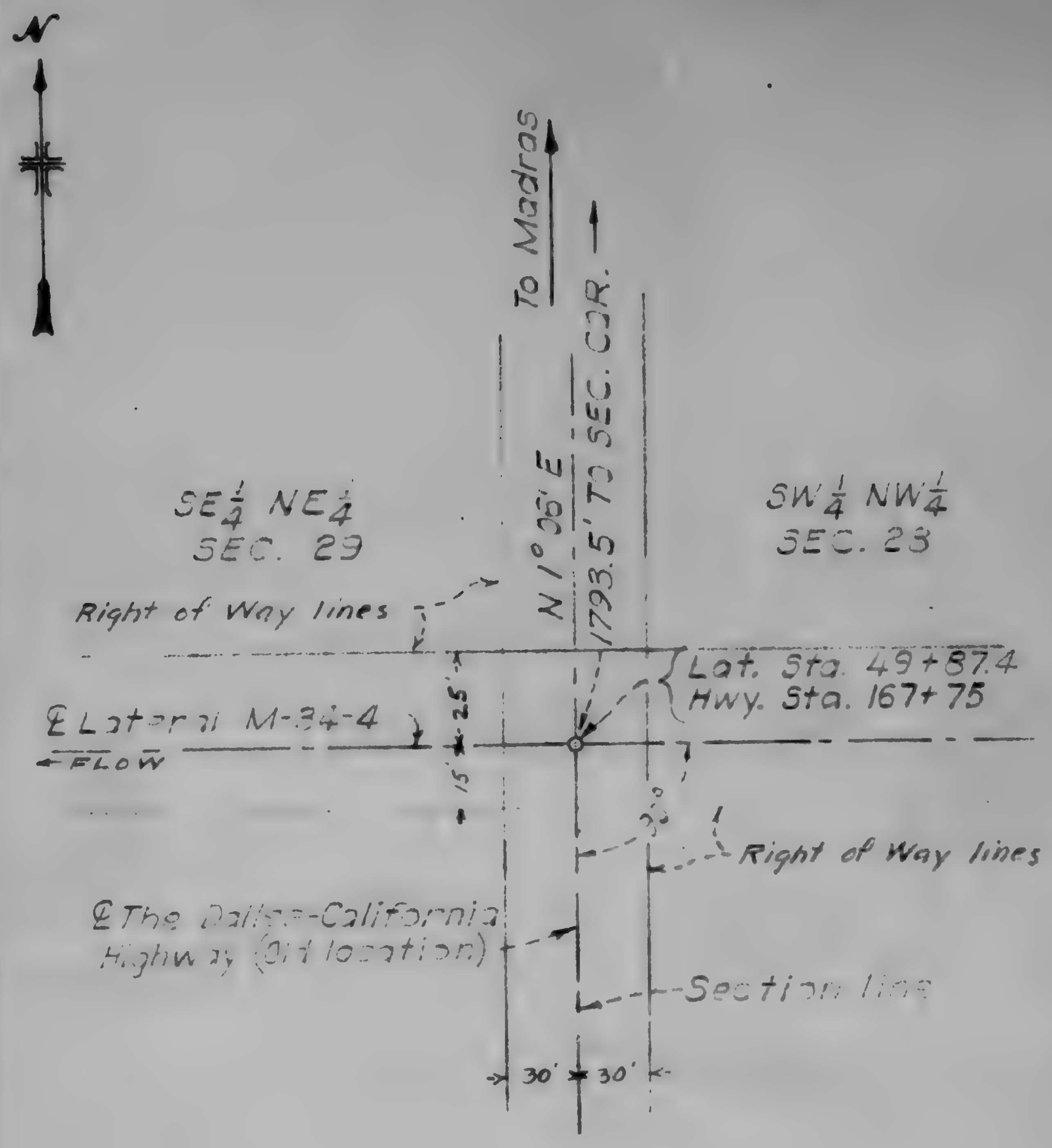
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-34-4 CROSSING-STA. 14+32.7
THE DALLES-CALIFORNIA HIGHWAY

DRAWN R.A.B. SUBMITTED
TRACED C.E.S. RECOMMENDED
CHECKED R.A.B. APPROVED

4-C-406 BEND, OREGON, MAR. 12, 1947

EXHIBIT "B"



T13S. R13E. W.M.
Jefferson County, Oregon

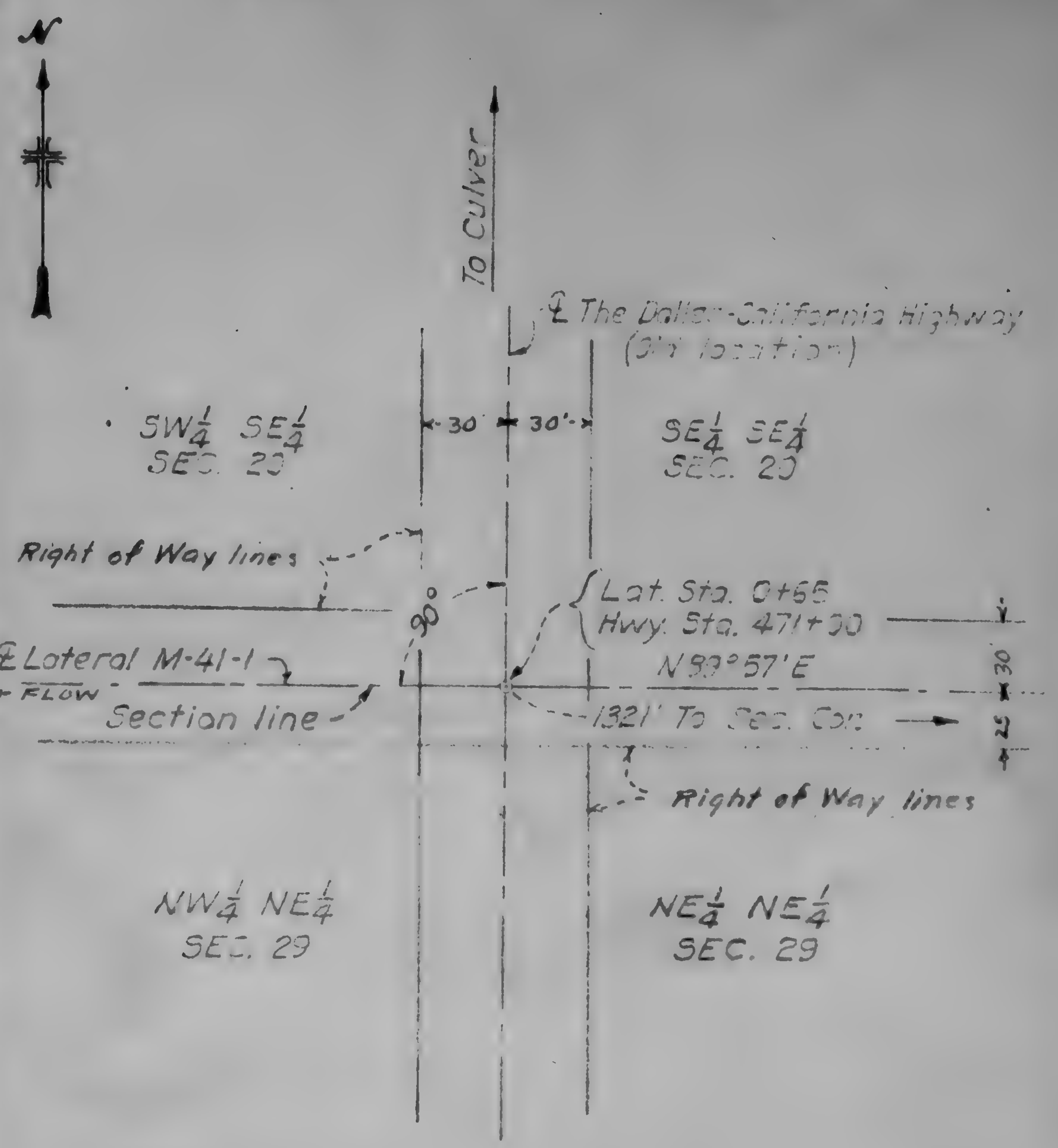
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-34-4 CROSSING-STA 49+87.4
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED GES RECOMMENDED
CHECKED EOL APPROVED

4-C-407 BEND, OREGON MAR. 17, 1947

EXHIBIT "C"



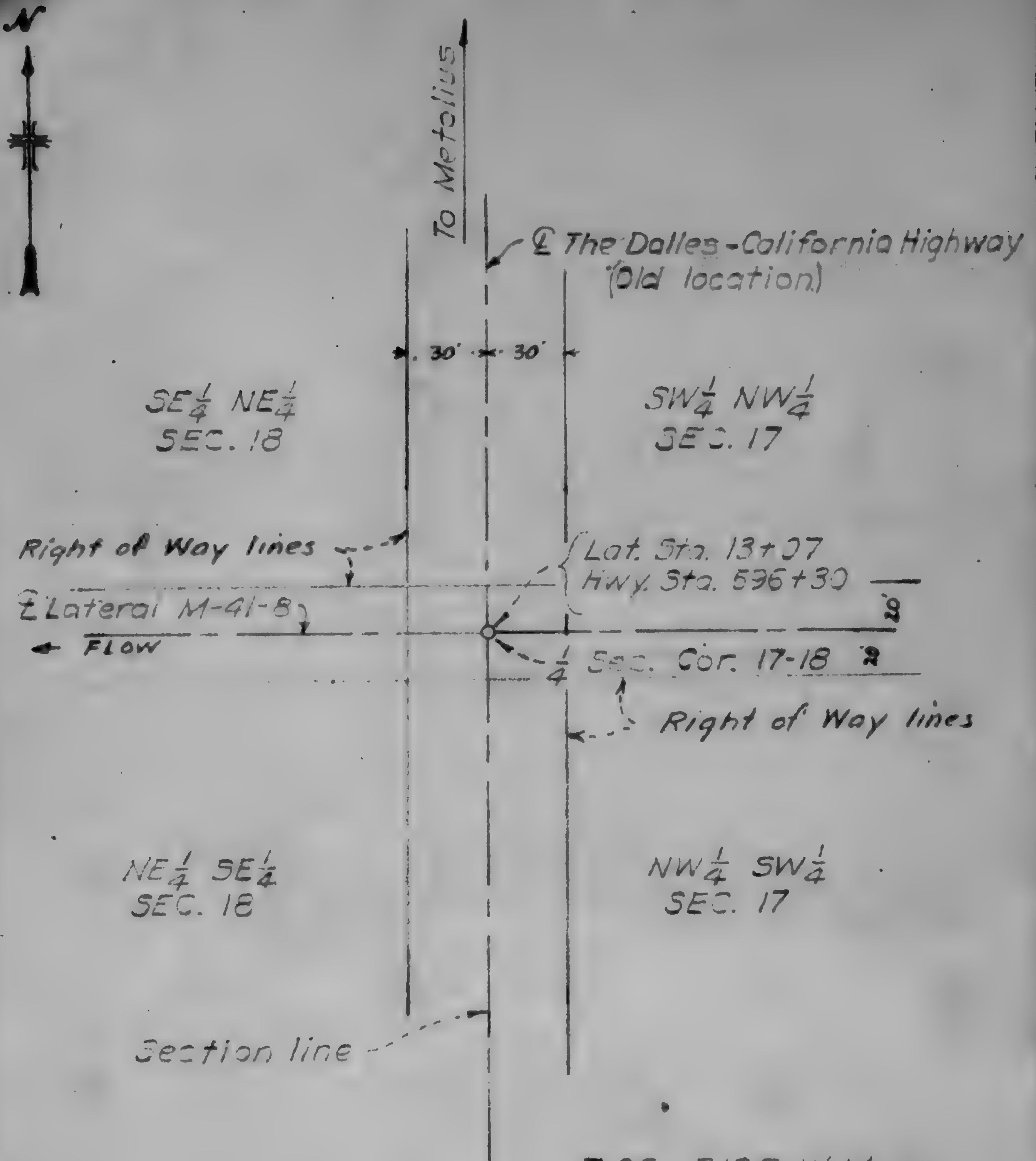
T12S. R13E. W. M.
Jefferson County, Oregon

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-41-1 CROSSING-STA. 0+65
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB	SUBMITTED
TRACED CES	RECOMMENDED
CHECKED AWC	APPROVED
4-C-408	BEND, OREGON. MAR. 17, 1947

EXHIBIT "D"



T12S. R13E. W.M.
Jefferson County, Oregon

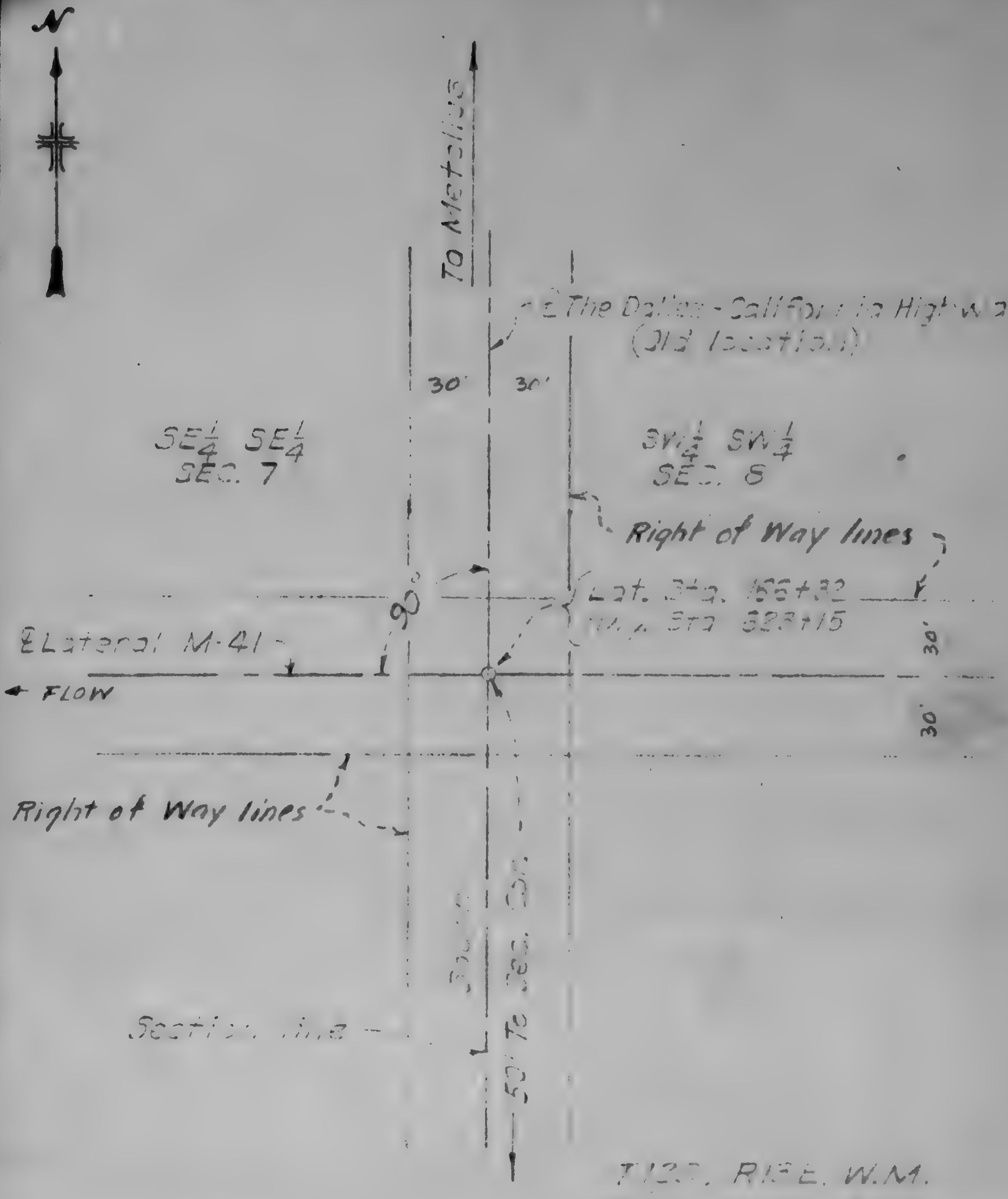
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-41-8 CROSSING-STA. 13+07
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED C.E.S. RECOMMENDED
CHECKED RAB APPROVED

4-C-409 BEND, OREGON. MAR. 17, 1947

EXHIBIT "E"



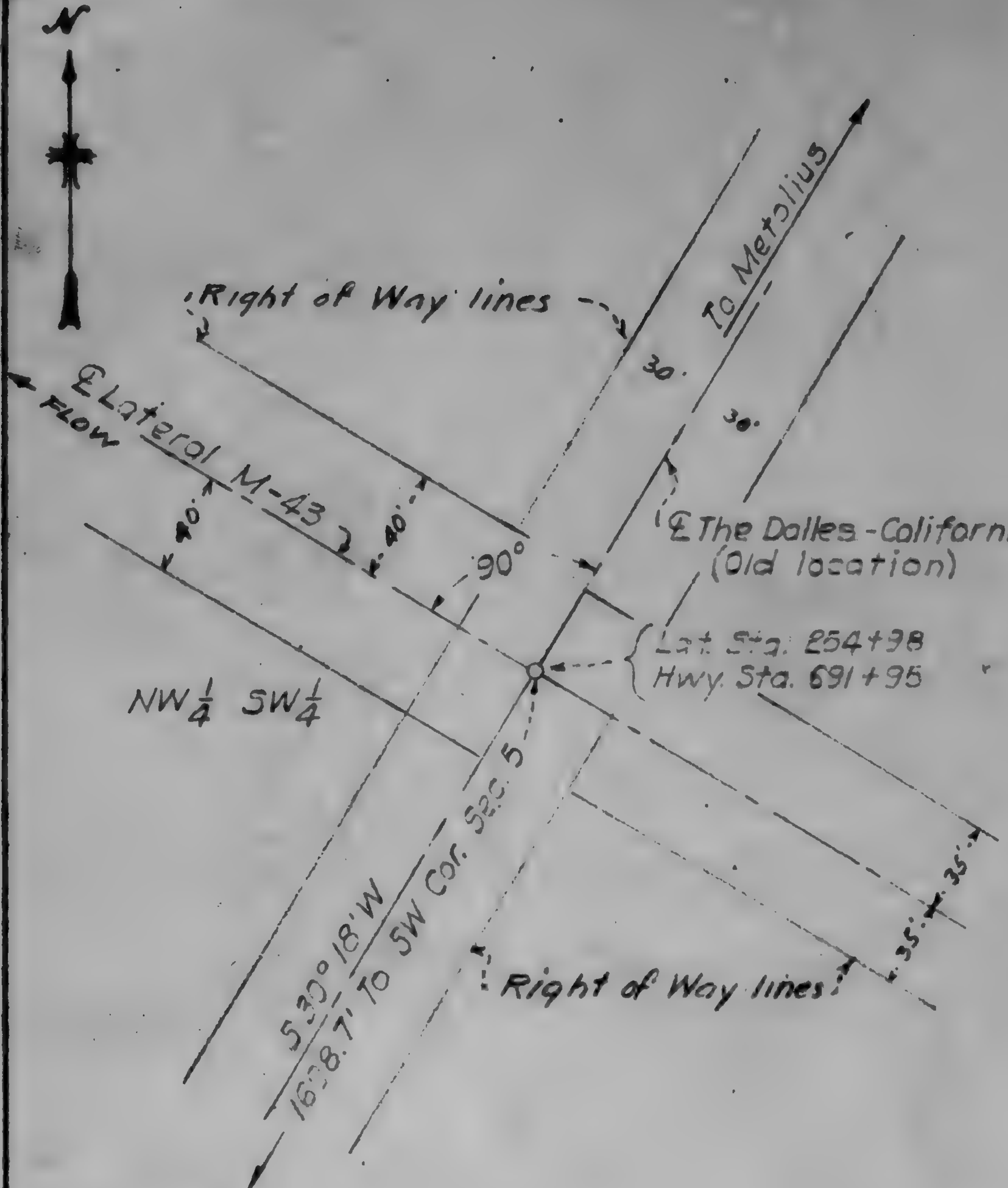
T.13S. R.13E. W.M.
Jefferson County, Oregon

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON
LATERAL M-41 CROSSING-STA. 166+32
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAE SUBMITTED
TRACED C.E.S. RECOMMENDED
CHECKED RAE APPROVED

4-C-410 BEND, OREGON. MAR. 17, 1947

EXHIBIT "F"



SEC. 5, T12S, R13E. W. M.
Jefferson County, Oregon

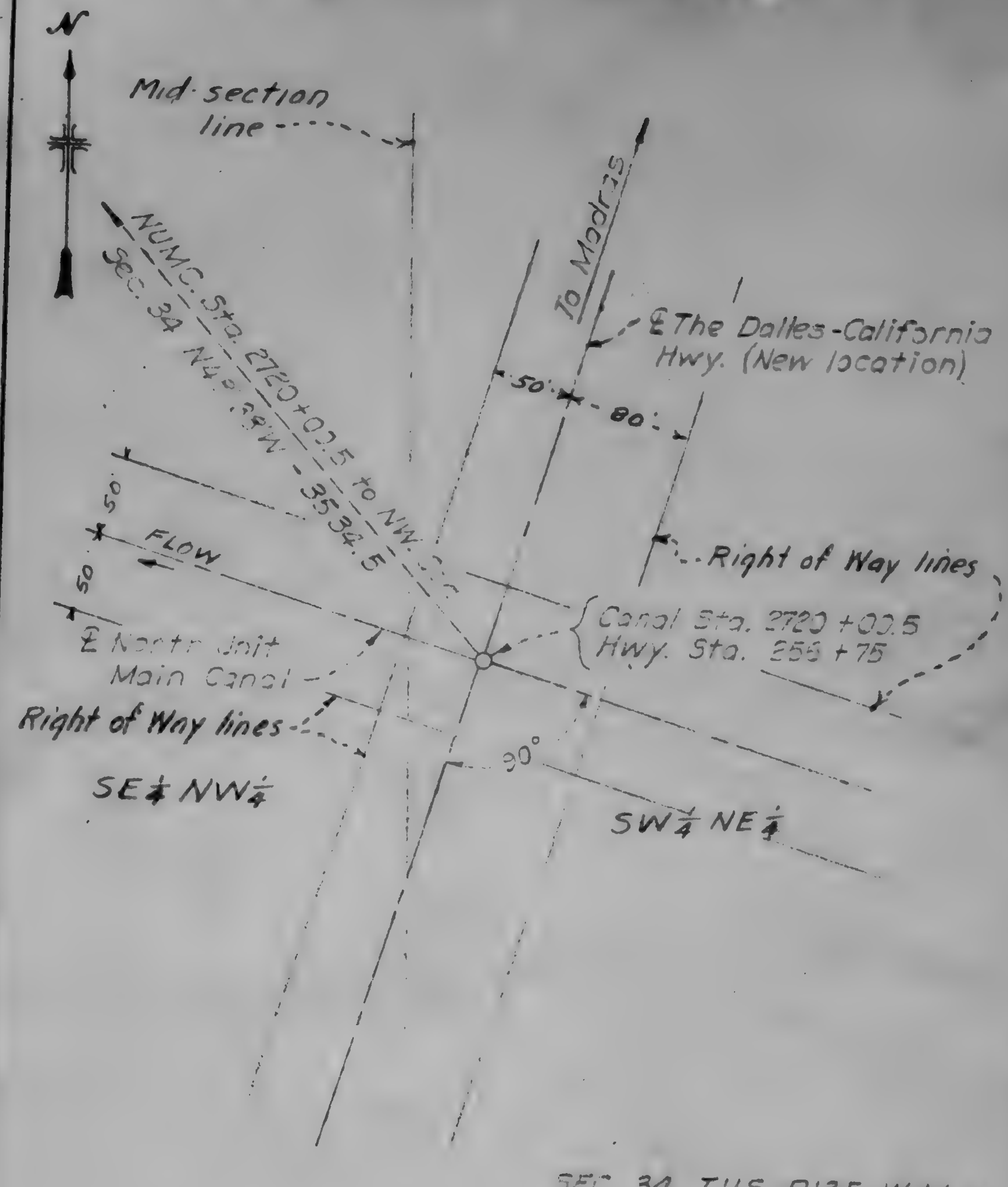
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-43 CROSSING - STA. 254+98
THE DALLES - CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CKS RECOMMENDED
CHECKED RAB APPROVED

4-C-411 BEND, OREGON. MAR. 17, 1947

EXHIBIT "G"



SEC. 34 T11S. R13E. W.M.
Jefferson County, Oregon

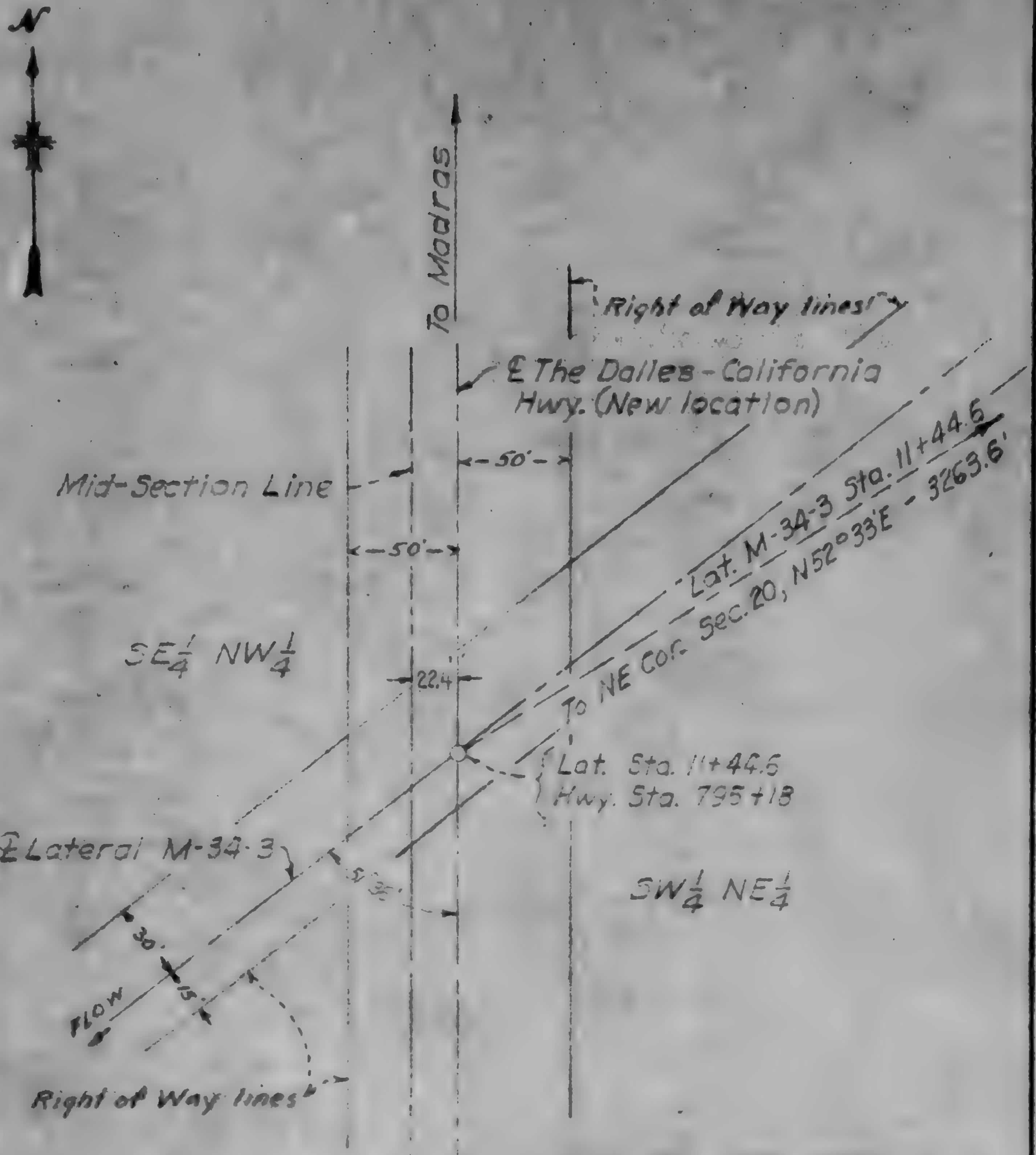
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON
N.U.M.C. CROSSING - STA. 2720+00.5
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CES RECOMMENDED
CHECKED RAB APPROVED

3-C-330 BEND, OREGON. MAR. 17, 1947

Note: This drawing supersedes drawing No. 3-C-185

EXHIBIT "H"



SEC. 20, T13S. R13E. W.M.
Jefferson County, Oregon

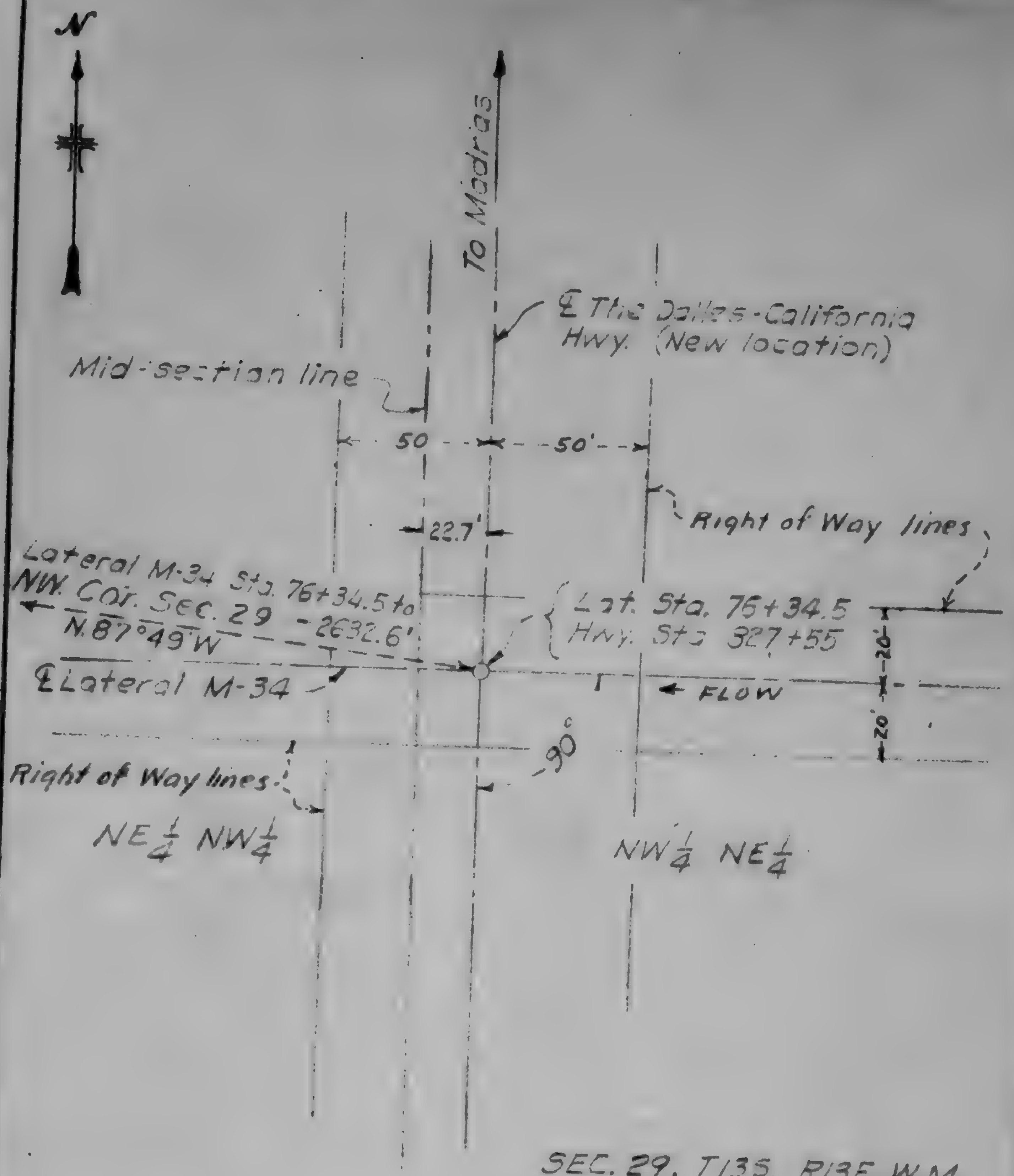
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-34-3 CROSSING-STA. 11+44.6
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAR SUBMITTED
TRACED CES RECOMMENDED
CHECKED RMB APPROVED

4-C-412 BEND, OREGON. MAR. 12, 1941

EXHIBIT "I"



SEC. 29, T13S. R13E. W.M.
Jefferson County, Oregon

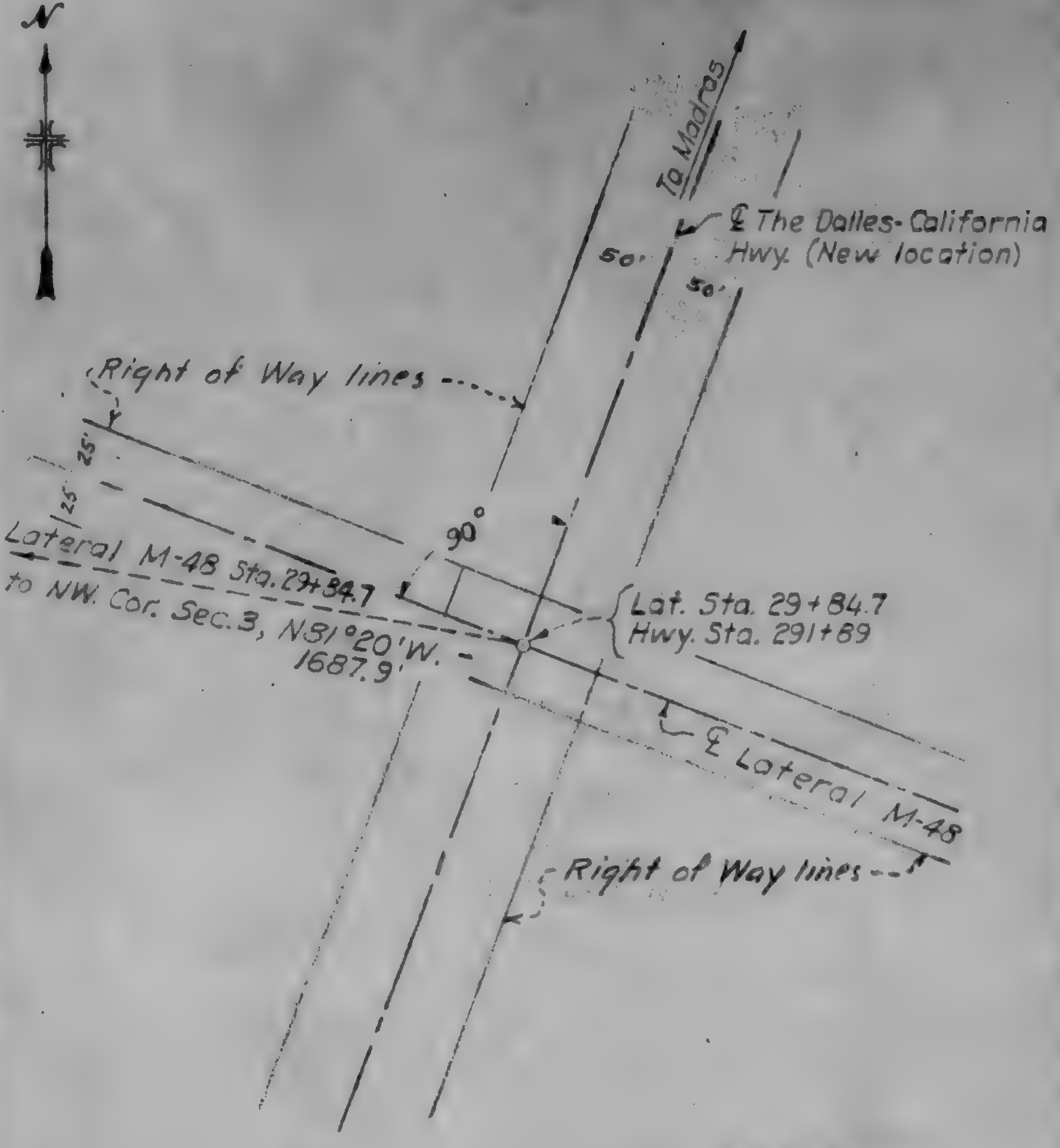
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-34 CROSSING-STA. 76+34.5
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CES RECOMMENDED
CHECKED RWB APPROVED

4-C-413 BEND, OREGON. MAR. 17, 1947

EXHIBIT "J"



LOT 3
SEC. 3, T12S. R13E. W.M.
Jefferson County, Oregon

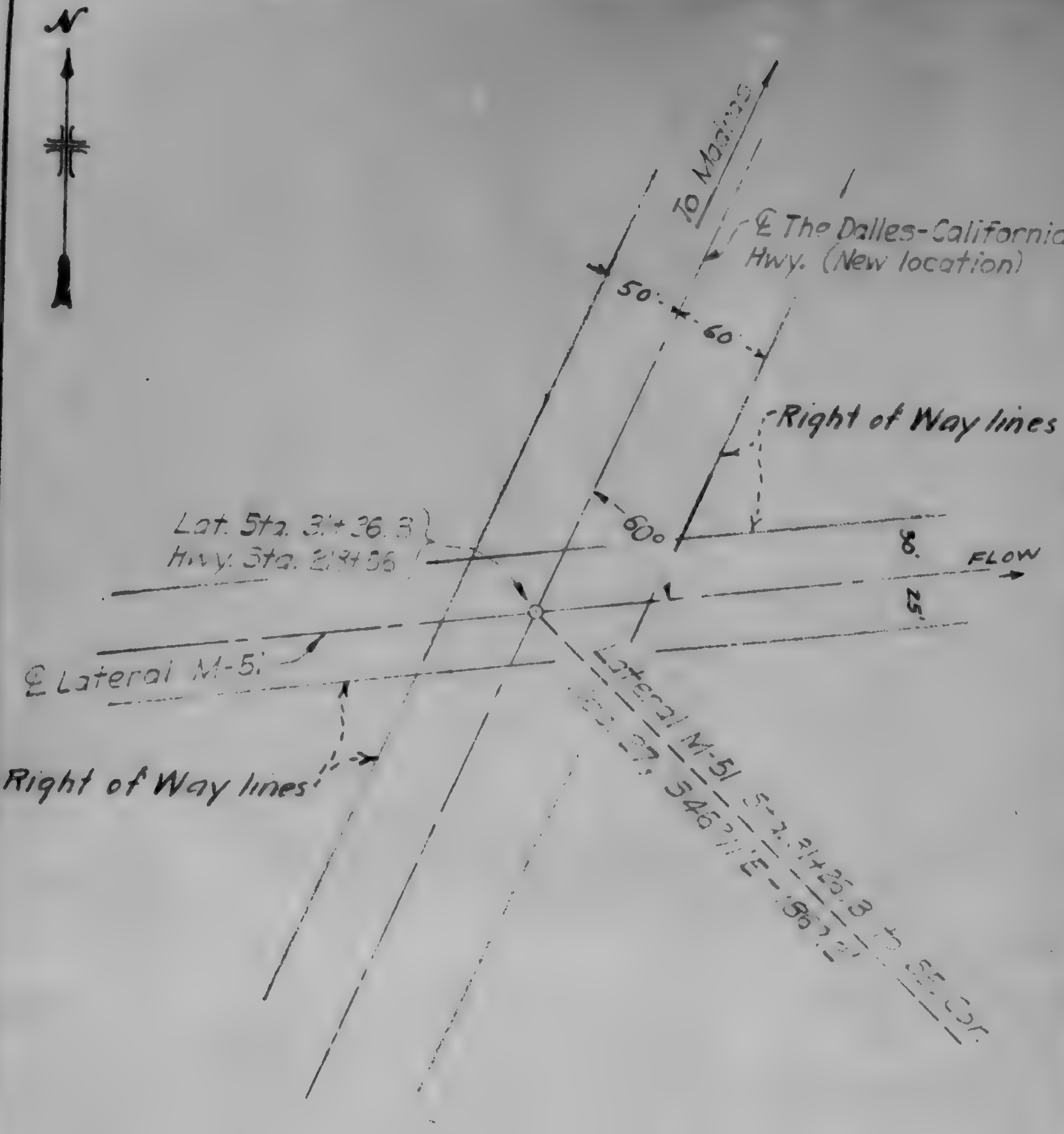
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-48 CROSSING - STA. 29+84.7
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CES RECOMMENDED
CHECKED RAB APPROVED

4-C-414
BEND, OREGON. MAR. 17, 1947

EXHIBIT "K"


N
To Madras
℄ The Dalles-California Hwy. (New location)
50
60
Right of Way lines
60°
Lat. Sta. 31+26.3
Hwy. Sta. 2[illegible]+56
8.
FLOW
L
25.
℄ Lateral M-51
Right of Way lines
Lateral M-51 Sta. 31+26.3 to SE Cor.
Sec. 27, S46°[illegible]E - 1562[illegible]

S½ SE¼
SEC. 27, T11S. R13E. W.M.
Jefferson County, Oregon

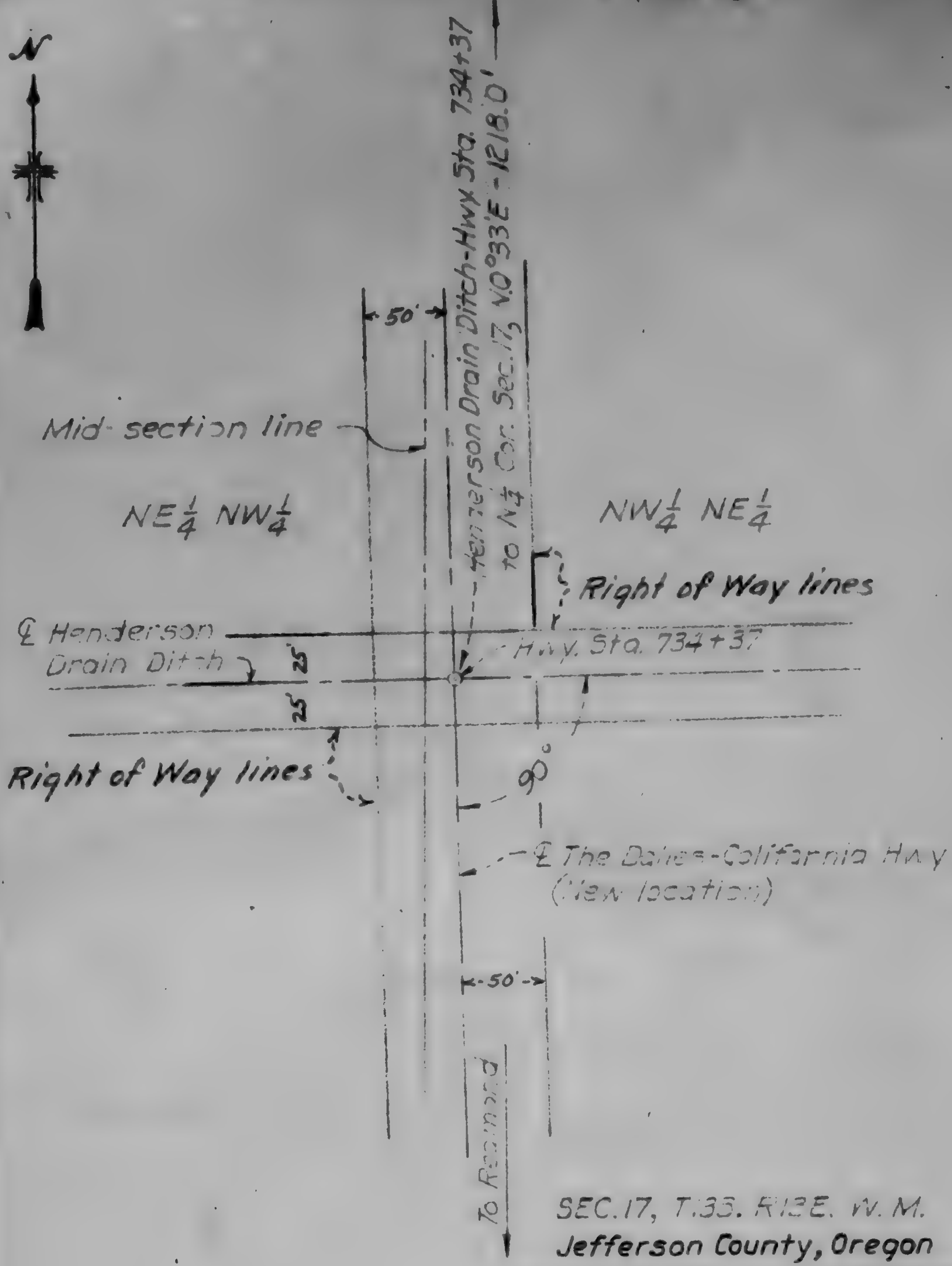
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

LATERAL M-51 CROSSING-STA. 31+26.3
THE DALLES-CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CES RECOMMENDED
CHECKED KAU APPROVED

4-C-415 BEND, OREGON. MAR. 17, 1947

EXHIBIT "L"



SEC.17, T.13S. R13E. W.M.
Jefferson County, Oregon

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
DESCHUTES PROJECT-OREGON

HENDERSON DRAIN DITCH CROSSING THE DALLES CALIFORNIA HIGHWAY

DRAWN RAB SUBMITTED
TRACED CES RECOMMENDED
CHECKED [illegible] APPROVED

4-C-416 BEND, OREGON. MAR. 17, 1947

EXHIBIT "M"

FORM E-50X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1947

SUBJECT:

To:

Mr. G. S. Paxson:

We are handing you herewith two copies of the agreement between the State Highway Commission and the Bureau of Reclamation providing for the construction of a bridge over the North Unit Main Line Canal in Jefferson County.

The original copy of this agreement was retained by Mr. Newell of the Reclamation Service and Mr. Glaisyer has retained one copy for his files.

R. H. Baldock
State Highway Engineer

By

James McFarland

JM:bb
cc: S. H. Probert ✓

[illegible]

Contract 2935 let August 26, 1947 - $27.400
Reclamation Service to pay 50%.

I56r-110
Amendment No. 1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Deschutes Project, Oregon

Supplemental Contract for Construction of Bridges Over New and Old Sections of The Dalles-California Highway.

THIS CONTRACT Made this 7th day of June, 1947, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Law, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this contract, and STATE OF OREGON, acting by and through its Highway Commission, pursuant to Sections 100-114 and 100-115, Oregon Compiled Laws, Annotated, hereinafter styled the State,

WITNESSETH, That:

2. WHEREAS, the parties hereto have heretofore entered into a certain contract dated November 22, 1944 (Symbol No. I56r-110), herein called the 1944 contract, under the terms of which, in part, the United States contracted that it would construct, or cause to be constructed, at its own expense, four bridges as described therein, subject to reimbursement by the State for one-half of the cost thereof; and

3. WHEREAS, due to the recent war between the United States of America and the Governments of Germany, Italy, Japan and other nations, materials needed for the work of constructing said four highway bridges

became scarce and difficult to obtain, and during certain periods impossible to obtain; and

4. WHEREAS, all of the said four highway bridges have now been constructed except the bridge over the North Unit Main Canal at Station 1903+90.26, as shown on "Exhibit D" attached to and made a part of the 1944 contract, which has not been constructed because of the scarcity of materials and because that portion of the new The Dalles-California Highway has not yet been built and the bridge has not been required; and

5. WHEREAS, the State plans on completing said portion of the new highway during the year 1947, and the bridge should therefore be constructed; and

6. WHEREAS, the job is now isolated from the remaining construction work being performed by the United States on the Deschutes Project, Oregon, and it is believed it can be constructed more economically if included in the State's contract for construction of said portion of the new highway;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

7. The United States is hereby relieved and discharged of its obligation to construct a highway bridge over and across the right-of-way of the new and partially constructed The Dalles-California Highway at the Bureau of Reclamation Engineer's Station 1903+90.26 in Section 17, Township 13 South, Range 13 East, W.M., as shown on "Exhibit D" attached to and made a part of the said contract of November 22, 1944. In lieu thereof the State will furnish all cement, concrete aggregate

and reinforcing steel and all other materials necessary for completing the said bridge, and will construct, install and erect the same, according to the plans prepared by the Denver office of the Bureau of Reclamation as shown on Drawings 112-D-1545 and 112-D-1546 dated December 18, 1945, and approved by the Assistant State Highway Engineer on January 28, 1946, after advertising for bids and awarding of the contract for such work to the lowest responsible bidder submitting a bid that is satisfactory to the State and the United States. The United States shall be informed as to the date of any bid opening at least five (5) days before such date and representatives of the United States may be present at the bid opening and shall assist the State in evaluating the bids and determining the lowest responsible bidder.

8. Upon the completion of the said bridge the State will furnish the Regional Director of Region I, Bureau of Reclamation, Boise, Idaho, with a statement of the actual expense to the State for the work performed hereunder, including the cost of materials and the cost of the contract work, plus not to exceed fifteen per cent (15%) of the total contract price under the State's construction contract, as a charge for State overhead. At the same time the United States will furnish the Oregon State Highway Commission, at Salem, Oregon, with a statement of the actual cost to the United States of design work and an overhead charge of not to exceed fifteen per cent (15%) for office and engineering work. Upon acceptance of these statements by both parties hereto, the total amounts of the two statements shall be added together and the

United States and the State shall each bear one-half of such total cost, and an adjustment shall be made by the State paying the United States or by the United States paying the State, such sum as may be necessary to bring the total cost to each party up to one-half of the total aggregate cost as set forth in said statements.

9. On the completion of and at any time during the construction of said bridge, representatives of the United States may inspect the work.

10. No claim against the United States arising under this contract shall be assigned.

11. The State shall require any contractor or subcontractor to comply with all of the provisions of this contract.

12. All disputes concerning questions of fact arising under this contract shall be decided by the Regional Director, Region I, Bureau of Reclamation, Boise, Idaho, subject to written appeal within thirty (30) days to the Secretary of the Interior, or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto.

13. Except as modified hereby, the said contract of November 22, 1944 (I56r-110) shall remain in full force and effect.

14. (a) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the State or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar

day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the State or any subcontractor engaged in the performance of this contract shall be computed on a basic rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the State for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of United States Code, Title 40, Sections 321, 324, 325, 325a and 326 relating to hours of labor and compensation for overtime.

(b) The State shall not employ any person undergoing sentence of imprisonment at hard labor.

15. The State warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the

Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the State upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the State for the purpose of securing business.

16. Where the operations of this contract extend beyond the current fiscal year the contract is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year shall have expired. In case such appropriation as may be necessary to carry out this contract is not made, the State hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

17. The State shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts: Provided, however, That this clause does not refer to, extend to or cover the business or activities of the State which are not related to or involved in the performance of this contract.

18. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to

extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By R. J. Newell
Regional Director

STATE OF OREGON

By T. H. Banfield
Chairman, State Highway Commission

By A. W. Schaupp
Member, State Highway Commission

By ______________________
Member, State Highway Commission

(SEAL)

ATTEST:

H. B. Glaisyer
Secretary

APPROVED:

R. H. Baldock
State Highway Engineer

Approved as to form
and legality

J. M. Devers
Chief Counsel

RECEIVED
MAY 3 1948
FOR FILING

16-1016

May 3, 1948

Bates, Lively & Pearson, General Agents
301 Yeon Building
Portland 7, Oregon

Attention: Mr. K. V. Lively

Gentlemen:

Re: Contract No. 2935, North Unit Main Canal Bridge, The Dalles-California Highway George E. Berry, Contractor, Bond 42 S 9522

In reply to your letter of April 30 regarding the above contract we wish to advise that the job is completed and was accepted by the Commission on March 12, 1948. Final payment in the amount of $2,560.14 was mailed to the contractor on April 12, 1948. Total amount of the job was $22,667.64.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

BATES, LIVELY & PEARSON
GENERAL AGENTS
301 YEON BUILDING
ATWATER 7381

PORTLAND 7, ORE.

April 30, 1948

Oregon State Highway Commission
Salem,
Oregon

Conte 2935

ATTENTION: H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond 42 S 9522
George E. Berry

Your letter of March 24th to the Aetna Casualty and Surety Company, copy to us. Kindly advise if the final payment has been made to the contractor so that we may close our file on the subject.

Thanking you, we are,

Very truly yours,

BATES, LIVELY & PEARSON

By K. V. Lively
a

pa

REFERRED TO Query
BY SECRETARY

prepare ltr. E

RECEIVED
MAY 3 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 26 1948
FOR FILING

16-1016

March 24,1948

Aetna Casualty & Surety Co.
Hartford 15, Conn.

Gentlemen:

This to advise you that State Highway contract No. 2935 for work on the North Unit Main Canal Bridge on the The Dalles-California Highway, in Jefferson County, has been completed by the contractor, George E. Berry, and that final payment in the amount of $2,560.14 will be made on or after April 3, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $22,667.64, and that no force account work was performed therein. This contract was completed February 27, and accepted by the Commission March 12, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Bates,Lively & Pearson, Agent
Teon Building
Portland 4, Oregon

NOTED ON CARD
3-24-48 gt

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FOR FILING
FORM E-90 25M 7-47

16-1016

AGENDA
MAR 11 1948

4-M

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1948.

SUBJECT: North Unit Canal Bridge
No. 2935

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

The North Unit Main Canal Bridge, our Contract No. 2935, George E. Berry, Contractor, was completed February 27, 1948. Please obtain acceptance and authority to make final payment.

Very truly yours,

WAReeves
W. A. Reeves
Bridge Office Engineer

WAR;lm
cc: W. A. Reeves
Goldie Lewis

APPROVED BY HIGHWAY COMMISSION
DATE March [illegible], 1948
HBGlaisyer
Secretary

S+C

RECEIVED
SEP 29 1947
FOR FILING

16-1016

2935

September 25, 1947

Mr. George E. Berry
Beaverton, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2935 which was awarded to you on August 26, 1947, by the State Highway Commission, covering the North Unit Main Canal Bridge No. 6909 on the Dalles - California Highway in Jefferson County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm.

Encl. 1.

RECEIVED
AUG 28 1947
FOR FILING

16-1016

#2735

August 27, 1947

Mr. George E. Berry
Box 105
Beaverton, Oregon

Dear Mr. Berry:

The State Highway Commission on Tuesday, August 26, awarded you the contract for construction of a 54-ft. rigid frame concrete bridge over the USRS North Unit Main Canal on The Dalles-California Highway near Culver in Jefferson County. This award was based on your low bid of $24,900.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert
G. S. Paxson

F-309(3) Forest Bdry.-Agency Sec., 1947
Warm Springs Hwy.
#2936

RECEIVED
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 18, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-309(3)
Forest Boundary-Agency Sec.

Dear Sir:

We are forwarding herewith for your files an executed copy of modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Tra

egon Federal Aid Project No. F-309(3) WA8pr 7365

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 21, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-309(3); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $219,000.00 to $351,700.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred fifty-one thousand, seven hundred and 00/100 dollars ($351,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

To Article III shall be added clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred fifty-one thousand, seven hundred and 00/100 dollars ($351,700.00), which does not exceed the authorized Federal pro rata share of five hundred eighty-six thousand, five hundred forty-eight and 05/100 dollars ($586,548.05), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on July 3, 1950.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By Ben R Chandler
Chairman, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

By
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U. S. Bureau of Public Roads.

Oregon Federal Aid Project No. F-309(3).

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FORM E-30 25M 9-49 34692

7-309 (3)

2936

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1950

SUBJECT: Purchases of excess crushed rock on road contract.

To: W. C. Williams
Ass't. State Highway Engineer
Office

During 1949 there were several instances in which the excess crushed rock on a road contract project was paid for on the contract estimates by price agreements. The result of this procedure was to effect overruns on the rock production portion of the contract and we transferred this rock from the contract account to district rock account purchases.

In February 1950, the Forest Boundary Agency project, Contract 2936, was finalled, with rock production expenditures exceeding the authorization of $14,000.00 by $8,046.91. This overrun was occasioned by the purchase of 6,173 cu. yds. of excess rock on price agreement No. 3, the expenditures on which amounted to $5,447.21, and an overrun of $3,118.20 on contract stockpile items.

In this case the underrun on the road construction portion of the contract more than covered the overrun on rock, but inasmuch as the rock is set up on a separate sheet in the schedule of contracts in progress, the results from road construction and rock production are shown separately, and the overrun on rock production therefor will appear to be considerably out of proportion.

It is recommended that the resident engineers be instructed to issue a purchase requisition to the contractor when it is deemed expedient to purchase excess rock. Such requisition could be forwarded through price agreement channels of approval so that transactions of this nature may be brought to your attention. The purchases of such rock would be charged to the district rock service accounts.

M H Hawke
M. H. Hawke
Comptroller

NOTED
W. C. WILLIAMS

MHH:pf

RECEIVED
FEB 21 1950
FOR FILING

7-309(3)
2936

February 20, 1950

Rogers Construction Co.
Rte. 15, Box 231
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 6, 1950, had under discussion your request for an extension of time of 25 days, from September 30 to October 25, 1949, within which to complete your contract No. 2936 covering the Forest Boundary-Agency Section of the Warm Springs Highway in Jefferson and Wasco Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD

2-20-50 gl

RECEIVED
21 1950
FOR FILING

[illegible]

7-309(3)

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

2936	14-final	Rogers Construction Co.
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
2168	368682	16,665.50	2/16/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completion:

ACCOUNTING DIVISION

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: FEB 20 1950

NOTED ON CARD
[illegible]

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

2936	14-final	Rogers Construction Co.
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
2168	368682	16,665.50	2/16/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 15, 1948

Completion: Oct. 25, 1949

ACCOUNTING DIVISION

Contract Accepted: Feb. 6, 1950

7b. Time Extensions: **Extended to Oct. 25, 1949 without penalty**

Penalties: **None of Record**

Claims: **None of Record**

Remarks:

Date: 2-17-50

Accounting Division:

Release of the above warrant is hereby authorized:

H B Glaisyer
H. B. Glaisyer

Warrant Mailed:

RECEIVED
FOR FILING

7-307(3)

2936

February 2, 1950

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 2936, for work on the Forest Boundary-Agency Section of the Warm Springs Highway in Jefferson and Wasco Counties, has been completed by the contractor, Rogers Construction Co., and that final payment in the amount of $16,665.50 will be made after the contractor's application for an extension of time has been approved and the job has been accepted by the Commission. We anticipate that this will be accomplished at the Commission Meeting to be held on February 6 and 7.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $572,274.92, of which amount $1,855.73 represents force account items. This contract was completed on October 25, 1949 but as stated above has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Pallett, Sturm & Co.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
2-2-50

RECEIVED
FEB 3 1950
FOR FILING

7-309(2)

2936

February 2, 1950

Request for Extension of Time
No. 10
February 6-7 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Rogers Construction Company for an extension of time on Contract No. 2936, Forest Boundary-Agency Section of the Warm Springs Highway, from September 30, 1949 to October 25, 1949.

Oiling on this project was completed on October 3, and the construction of the shoulders on October 10. The additional time requested was necessary to complete the cleaning out of culverts, ditches, et cetera.

The overrun of this time limit did not inconvenience the traveling public because the road could not be used until the Mill Creek Bridge was completed. I would recommend that this extension be granted without penalty, and Mr. T. M. Davis, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

RECEIVED
JAN 25 1950
FOR FILING

F-309 (3)

January 24, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2936, Forest Boundary-Agency Section of the Warm Springs Highway, F-309 (3) from September 30, 1949 to October 25, 1949 to Rogers Construction Company, Contractor.

Oiling on this project was completed on October 3 and construction of the shoulders on October 10th. The additional time requested was necessary to complete the cleaning out of culverts, ditches, etc.

The overrun of this time limit did not inconvenience the traveling public because the road could not be used until the Mill Creek Bridge was completed. I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. C. Smith

RECEIVED
DEC 15 1949
FOR FILING

7-307(3)

2936

December 14, 1949

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Rogers Construction Co., on contract No. 2936, covering the Forest Boundary-Agency Section of the Warm Springs Highway in Jefferson and Wasco Counties. This payment, in the amount of $27,054.59, will be made on or after December 24, 1949. The retained percentage is $17,183.80.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Sturm & Co.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

12-14-49 gl

RECEIVED
NOV 25 1949
FOR FILING

7-2-09 (3)

2936

November 23, 1949

The Fidelity & Casualty Co.
San Francisco Branch Office
60 Sansome St.
San Francisco 4, Calif.

Attention: Mr. Carroll R. Young

Dear Sir:

You are advised of the intention of the State Highway Commission to release to Rogers Construction Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2936 covering the Forest Boundary-Agency Section of the Warm Springs Highway in Jefferson and Wasco Counties. This payment, which is in the amount of $53,213.63, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $16,347.06. The present payment to the contractor will be made on or after December 3, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Sturm & Co.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

11-23-49, J

Form B-1—8M—1-48

7-309(3)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 12, 1949

Section	Forest Boundary-Agency	Kind of work	Re-grading & Oil Mat Surfacing
Highway	Warm Springs	Section prefix	16-1017
Contractor	Rogers Construction Co.	Contract number	2936
Date of Contract	August 26, 1947	Date of completion	November 15, 1948
Date work started	April 16, 1947	Estimated date of completion	November 1, 1949
Amount of contract	$ 556,443.50	Per cent of time elapsed	%

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price 97 %

Engineering cost to date	$ 35,084100, 104 %	Date project was completed	October 25, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party in office all week on estimates.

Mr. W. E. Chandler, Div. Engr. and Mr. William Collier inspected this project on Thursday

NOTED

NOTED
H. W. LIBBY

Signed S P Jones
S.P. Jones, Res. Engr.

Address Madras

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.94	24.77		24.77	
Miles partially completed				24.77	
Miles completed	2.94	24.77		24.77	
Total estimated quantities	7300	175,000	5,000	24.77	
Estimated quantities moved or placed to date	2000	169,000	5,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
NOV 14 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 10 1949
FOR FILING

F-309(3)

2936

November 7, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 25, 1949 on Contract No. 2936, Forest Boundary-Agency Section, in connection with Federal Aid Project No. F-309 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: John Gattrell

DGF:md

RECEIVED
JUL 8 1949
FOR FILING

F-309(3)

2936

File

July 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering the construction of fills at the ends of Mill Creek and Warm Springs River bridges on the Forest Boundary-Agency Section of the Warm Springs Highway in Jefferson and Wasco Counties, Contract No. 2936, in connection with Federal Aid Project No. F-309 (3).

This work is necessary to complete the fills at the bridge ends.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
FEB 3 1949
FOR FILING

F309(3)

2936

February 2, 1949

Rogers Construction Co.
Rte. 15, Box 231
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 319 days, from November 15, 1948 to September 30, 1949, within which to complete your contract No. 2936 covering the Forest Boundary-Agency Section of Warm Springs Highway in Jefferson and Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
2-3-1949

RECEIVED
JAN 18 1949
FOR FILING

7-300 (3)

2936

January 18, 1949

Oregon State Highway Commission

Request for extension of time
No. 12
January 24 and 25 meeting

Gentlemen:

Herewith a request from Rogers Construction Company for an extension of time on Contract No. 2936, Forest Boundary-Agency Section of the Warm Springs Highway, from November 15, 1948 to September 30, 1949.

The contractor experienced considerable difficulty in the grading of the materials used in the topping on this project, and for this reason was unable to complete the oiling required before the fall rains set in.

Since the surfacing and oiling on a government project immediately north of this section will not be completed until late 1949, there will be no inconvenience to the traveling public for failure to complete this contract.

I, therefore, recommend that this extension be granted without penalty, and this recommendation is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN 12 1949
FOR FILING

F-309(3)

2936

January 11, 1949

Mr. F. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Will you kindly concur in an extension of time on Contract No. 2936, Forest Boundary-Agency, of the Warm Springs Highway Oregon F 309 (3) from November 15, 1948 to September 30, 1949 to Rogers Construction Company, Contractors.

The contractor experienced considerable difficulty in the grading of the materials secured from the gravel pits on this project which extended his surfacing to too late a date in the fall to permit oiling.

Since the surfacing and oiling on the government project immediately North of this Section will not be completed until late 1949, there will be no inconvenience to the traveling public for failure to complete this contract.

I am therefore recommending that this extension be granted without penalty.

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway
Engineer

cc: H. G. Smith

RECEIVED
OCT 4 1948
FOR FILING

F-309(3)

October 1, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

The use of 200-300 penetration instead of 151-200 on Oregon Project F-309(3), Forest Boundary-Agency Section of the Warm Springs Highway, was necessary on account of the lateness of the season.

This will only be used on the section between the Agency and Mill Creek. It was necessary to get an oil on this section this fall in order to prevent the surfacing becoming fouled with clay from the adjacent roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 4 1948
FOR FILING
F-309(3)
OREGON DISTRICT

767w.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

September 28, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We note from test reports for oil to be used on Oregon Project F-309(3), Forest Boundary - Agency Section of the Warm Springs Highway that the grade to be used is 200-300 penetration instead of 151-200 as specified in the contract.

When changes such as this are contemplated, we should be advised as to such alterations and the reasons therefore. Will you please advise as to the reasons for this present change in asphalt grades.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
1948
OFFICE OF
[illegible] ENGINEER

RECEIVED
SEP 29 1948
OREGON
STATE HIGHWAY COMMISSION

A[illegible]ENT

No. 76

DESCRIPTION: Letter from T.M. Davis, Public Roads, Portland Project F-309(3) grade to be used is 200-300 Penetrati instead of 151-200 as specified in contract. Advise reasons for change ASSIGNED TO: H. G. Smith

DATE: Sept. 30, 1948

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☑ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date________________

☐ ____

REPORT RECEIVED: 10-1-48 aw

REMARKS:

RECEIVED
SEP 16 1948
FOR FILING

F-309 (3)

732 W

September 15, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With reference to your letter of September 7, relative to Oregon Project F-309 (3), I enclose a copy of a letter from Mr. H. G. Smith which is self-explanatory. When I get a further report from Mr. Smith after his inspection, I will advise you further in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
Encl.

FORM E-30 25M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Mr. Davis' letter with reference to Oregon Project No. F-309(3), Forest Boundary-Agency Section of the Warm Springs Highway.

During Mr. Chandler's absence on a week's vacation the contractor apparently started a new crusher and ran out some material with a plasticity index slightly higher than permitted. Since that time Chandler has had him completely revise his plant and is taking frequent samples of the material. If he cannot produce a consistent product from this set-up he will be advised that his quarry is unsuitable and required to find another location. He did not set up in any of the state quarries so any more material will not be acceptable unless satisfactory.

I will make a personal inspection of the job with Chandler on Tuesday and a decision will be made as to whether the contractor can produce suitable material from this quarry.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:[illegible]

ASSIGNMENT

No. 722/WCW

DESCRIPTION: Let 9/7/48 from T.M.Davis, re rock prod. started on Ore. Proj. F-309(3), Forest Boundary-Agency Sec., Warm Springs Hwy.

DATE: 9/8/48 ASSIGNED TO: SMITH

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ______________

☐ ____

REPORT RECEIVED: 9-13-48

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

September 7, 1948

WILLIAM

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Since rock production was started on Oregon Project No. F-309(3), Forest Boundary - Agency Section of the Warm Springs Highway, we have noted that a considerable number of the test reports indicate that material with a plasticity index exceeding the maximum permitted under the specifications is being encountered in the aggregate sources.

Inasmuch as the contractor is operating his plants 20 hours per day with a high rate of production and as the soil and climatic conditions on this important primary highway are such that it seems imperative that only material of the best quality be used in a base course only 6" thick, we are concerned lest considerable inferior material be placed during the period between the taking of the sample and the receipt of the test report. One method of preventing this which occurs to us would be to place a man on the project who could make several liquid and plastic limit tests daily in the field or Division Office.

It is also suggested that it may be well to obtain and test a number of samples of the base course now in place on various portions of the project and if the presence of material with adverse characteristics is indicated to increase the thickness using better material.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED

RECEIVED
SEP 8 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 27 1948
FOR FILING

F-309(3)

April 19, 1948

Mr. T. N. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 16, 1948, on Contract No. 2936, Forest Boundary-Agency Section, in connection with Federal Aid Project No. F-309 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

RECEIVED
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREG.

December 11, 1947

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-309(3)
Forest Boundary-Agency Section
Warm Springs Highway.

Dear Sir:

We enclose herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 12 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

Form PR 2 (Revised 1946)

WA8pr 7365

State Oregon

Project No. F-309(3)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of April, 1946, a project statement, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of August, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred nineteen thousand and 00/100 dollars ($219,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 558+41.7 on the South Boundary of the Mt. Hood National Forest and survey station 1596+00 in the NW 1/4, Section 26, T-9-S, R-12-E, W.M., except station 728+50 - 730+40 and Station 971+25 - 976+65, length 24.766 miles, in Wasco and Jefferson Counties being Oregon Federal Aid project No. F-309(3), consisting of 24.766 miles of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred nineteen thousand and 00/100 dollars ($219,000.00), which does not exceed the authorized Federal pro rata share of five hundred eighty-six thousand five hundred forty-eight and 05/100 dollars ($586,548.05, the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield

Chairman, State Highway Commissio
(Title of officer)

By A W Schaupp

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

APPROVED

Assistant State Highway Engineer

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

~~FILE~~ RECEIVED
FOR FILING
F-309(3)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Forest Boundary-Agency Section, Project No. F-309 (3).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWH:SM

Oregon State Highway Department　　　Federal Aid Project No. F-309 (3)

FOREST BOUNDARY-AGENCY SECTION OF THE WARMS SPRINGS HIGHWAY IN JEFFERSON AND WASCO COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

132,000	cu. yds.	2" - 0" Material in Base	$ 2.25	$297,000.00
41,000	cu. yds.	3/4" - 0" Material in Base	2.15	88,150.00
8,900	cu. yds.	¼" - 0" Reject Material in Shoulders	1.60	14,240.00
4,500	M-gals.	Sprinkling	2.00	9,000.00
24.77	miles	Preparation of Base	150.00	3,715.50
17,800	cu. yds.	Furnishing and Placing Aggregates	3.50	62,300.00
1,400	tons	Furnishing and Placing 151-200 Asphalt	34.00	47,600.00
340	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	11,220.00
		Subtotal		$533,225.50
		10% Engr. & Cont.		53,322.55
		Total		$586,548.05

Length of Roadway　24.766 miles
Length of Bridges (Except.)　0.142 mile
Total Length　24.908 miles
Cost per mile, Roadway　$23,683.60

Federal Aid Funds- -	$219,000.00
State Funds- -	367,548.05
	$586,548.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 51, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. F-309 (3)

FOREST BOUNDARY-AGENCY SECTION OF THE WARM SPRINGS HIGHWAY

IN JEFFERSON AND WASCO COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 7, 1947

All Required				
		Clearing and Grubbing		$ 2,000.00
7,300	cu. yds.	General Excavation, Unclassified	$ 0.75	5,475.00
2,900	yd. mi.	Truck Haul	0.20	580.00
132,000	cu. yds.	2" - 0" Material in Base	2.25	297,000.00
41,000	cu. yds.	3/4" - 0" Material in Base	2.25	92,250.00
8,900	cu. yds.	½" - 0" Reject Material in Shoulders	1.50	13,350.00
4,500	M-Gals.	Sprinkling	3.00	13,500.00
24.77	miles	Preparation of Base	150.00	3,715.50
17,800	cu. yds.	Furnishing and Placing Aggregates	3.50	62,300.00
1,400	tons	Furnishing and Placing 151-200 Asphalt	35.00	49,000.00
340	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	35.00	11,900.00
			Subtotal	$551,070.50
			10% Engr. & Cont.	55,107.05
			Total	$606,177.55

Length of Roadway	24.766 miles
Length of Bridges (Except.)	0.142 mile
Total Length	24.908 miles
Cost per mile, Roadway	$24,476.19

Federal Aid Funds	$219,000.00
State Funds	387,177.55
	$606,177.55

FOREST BOUNDARY-AGENCY SECTION

PROJECT NO. F-309 (3)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Station to Station	Former	Present
FLH 2-E	100	5231	22	358+41.7 to 678+50	6.062	6.062
FLH 2-D	100	5231	22	678+50 to 728+50	1.388	1.388
				730+60 to 753+92 = 607+38		
309 A(1)	100	5231	22	607+38 to 789+00		
				800+00 to 811+20		
				815+65 to 847+00		
				852+00 to 906+00		
				908+00 to 966+50	6.376	6.376
309 (2)	100	5231	22	789+00 to 800+00		
				811+20 to 815+65		
				847+00 to 852+00		
				906+00 to 908+00		
				966+50 to 971+25		
				976+65 to 1323+50	7.104	7.104
FLH 2-C	100	5231	22	1323+50 to 1436+55	2.141	2.141
FLH 2-B	312	5231	22	1436+55 to 1526+00	1.695	1.695

FOREST BOUNDARY-AGENCY SECTION

PROJECT NO. F-309 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 7, 1947

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to Rogers Construction Company, Portland, Oregon, low bidders on Oregon Project No. F-309(3), Forest Boundary - Agency Section of the Warm Springs Highway.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
AUG 29 1947
FROM
[illegible] COMMISSION

Fon

P. O. Box 3900

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to Rogers Construction Company, Portland, Oregon, low bidders on Oregon Project No. R-309(3), Forest Boundary - Agency Section of the Warm Springs Highway.

Very truly yours,

T. H. DAVIS
District Engineer.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 8, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-309(3), The Forest Boundary - Agency Section of the Warm Springs Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

With Mr. Probert's approval we have deleted the first three items of the estimate as the work involved seems to be more in the nature of maintenance than construction.

Nash

Our recommendation for approval is subject to the condition that a joint field inspection will be made to determine the use or omission of the binder course in advance of oiling.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart,
Sr. Highway Engineer.

RECEIVED
AUG 13 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 29 1947
FOR FILING

F-309(3)

2936

September 25, 1947

Rogers Construction Co.,
Rt. 15, Box 231
Portland 16, Oregon

Gentlemen:

Enclosed herewith is a fully executed copy of Contract No. 2936 which was awarded to you on August 26, 1947, by the State Highway Commission, covering the Forest Boundary-Agency section of Warm Springs Highway in Jefferson and Wasco Counties. This copy is for your records and files.

An executed copy of this Contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl. 1.

RECEIVED
AUG 28 1947
FOR FILING

F-319(3)

#7936

August 27, 1947

Rogers Construction Company
Route 15, Box 231
Portland, Oregon

Gentlemen:

The State Highway Commission on Tuesday, August 26, awarded you the contract for surfacing, oiling, regrading, and furnishing crushed material in stockpiles on the Forest Boundary-Agency Section of the Warm Springs Highway in Jefferson and Wasco Counties. This award was based on your low bid of $556,415.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - Mr. S. H. Probert

S-19(2) Bonanza-Poe Valley-Malin Sec.
Bonanza-Malin County Road 1947

2337

STATE COPY

fas 417
Klam Co

FORM PR-33 (REV. 7-67) cc: Region
Wash DC
OSHD

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

INSPECTION REPORT

js

REGION NO. 8	REPORT ON Maintenance Inspection-in-Depth	DIVISION Oregon
DATE OF INSPECTION 10-15-69	INSPECTION MADE BY J. R. Schultz, Area Engr	PROJECT NO. S-19(2)

IN COMPANY WITH T. P. Lowe, Asst Engr, Coord. Discussed in office after inspection with Dave Hoerning, Klamath Co, Engr

REMARKS

1. SCOPE OF INSPECTION:

NOTED
L. PORTER

The purpose of this inspection was to evaluate the County's maintenance procedures on this section of secondary highway. The inspection covered the entire facility.

The project inspected was S-19(2) on Klamath County FAS Route 417 which starts at the junction with FAS 419 west of Malin and ends in Bonanza at the junction with FAS 416.

2. SUMMARY OF FINDINGS:

The maintenance of the roadside, the pavement, and the traffic control devices were found to be Satisfactory.

3. FINDINGS AND RECOMMENDATIONS:

This inspection-in-depth covered a Federal-aid Secondary project 15.0 miles in length which is located approximately 27 miles east of Klamath Falls. The project was constructed in 1947 and has a surface width of 20 feet. note

The roadside maintenance was considered to be Satisfactory. This area is relatively low and flat and marshy in character. There is very little drainage resulting in a very heavy stand of grass along the roadside. Mowing was done only once this year. The County Engineer said that they plan to have more equipment available and plan to mow three times next year. Litter pickup is done incidental to other maintenance. There was only a minor amount of litter in evidence indicating that this is not a serious problem in this area. Weeds and brush are under control and there were no problems with regard to sight distances.

NOTED
HAROLD
REYNOLDSON

12/15/69
Copies to
Putnam
Cox
2w

(more)

RECEIVED
DEC 15 1969
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Aronsmeier

EDITION OF 1-65 MAY BE USED.

U.S. GOVERNMENT PRINTING OFFICE: 1968-314-539

NOTED
R. H. PRANGE

Noted
Oscar H. Norberg

NOTED
RICHARD UNREIN

NOTED
MARION C. HOLMES

NOTED
DON HARWELL

Maintenance of drainage facilities appeared to be adequate. As indicated above the topography in this area is not conducive to good drainage. Ditch cleanup is not regularly scheduled and is done only when necessary. Only one cross drainage culvert was noted on this inspection. The culvert was inspected and did not appear to be functioning due to the debris around the inlet. However, this did not seem to be causing any serious drainage problems.

Signing and striping were reviewed and considered to be adequate. Signing is minimum but considered sufficient to handle traffic on this low volume road. The signs and supports were well maintained.

The County Engineer indicated that this road is inspected daily during winter months for snow and ice conditions. The road is on a school bus route and is therefore kept open all winter. Sanding is also done when required.

On portions of this highway there was extensive pavement cracking and deterioration; however, some sections were recently overlaid and the County Engineer indicated that an overlay project is scheduled for another section of this road next year.

The accident record for the route was reviewed in the County Engineer's office. The record did not indicate any serious hazards, but did point up some minor alinement problem areas. The County's plans include localized realinement construction to correct these deficiencies.

This inspection was made following the approved outline of the Oregon Division Maintenance Inspection-in-Depth Guidelines for Federal-aid Highway Systems.

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DEC [illegible]
OFFICE OF
STATE HIGHWAY [illegible]

RECEIVED
JAN 18 1949
FOR FILING

State Highway Engineer

R. H. Baldock

January 11th, 1949

FINAL COST ANALYSIS

Bonanza-Poe Valley-Malin Section
Bonanza-Malin County Road
8-19 (2)

Grade, Surface and Oil
Rogers Construction Co., Contractor
P. P. Whitmore, Resident Engineer

Contract #2937
Prefix 218-1041-S19(2)

2937

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	L.S.			$1,044.26	$5,000.00
Str. Exc., Unclassified	364	Cu. Yd.	$3.00	$1.99	722.89	1,092.00
Gen. " "	27,645.5	" "	0.70	0.70	19,473.52	19,349.05
Short Overhaul	28,077.1	Yd. Sta.	0.03	0.02	561.54	842.31
Long Overhaul	506.8	C-Yd. Sta.	0.50	0.50	253.40	253.40
Fin. R/B and Slopes	3	Mile	500.00	617.57	1,852.71	1,500.00
12" Corr. Metal Pipe	46	Lin. Ft.	2.25	2.09	95.97	103.50
18" " " "	45	" "	3.00	2.83	127.26	135.00
24" " " "	20	" "	4.20	4.30	85.93	84.00
30" Concrete Pipe	60	" "	7.20	5.47	328.28	432.00
Salvaging Culvert Pipe	122	" "	4.00	0.81	98.75	488.00
Class "A" Concrete	72.35	Cu. Yd.	70.00	66.33	4,799.25	5,064.50
Metal Reinforcement	10,897	Lb.	0.15	0.10	1,113.52	1,634.55
Untreated Lumber in Place	30.104	M-FBM	250.00	194.28	5,848.64	7,526.00
Treated Lumber in Place	7.885	"	300.00	292.74	2,308.32	2,365.50
4"-2" Rock in Base	8,082	Cu. Yd.	1.85	2.05	16,601.92	14,951.70
3/4"-0" Rock in Base	4,773	" "	2.00	2.05	9,779.25	9,546.00
1"-0" Rock in Leveling Course	29,131	" "	2.20	2.41	70,229.08	64,088.20
Sprinkling	2,172.3	M-Gal.	2.00	1.19	2,585.76	4,344.60
Preparation of Base	14.98	Mile	150.00	126.08	1,888.74	2,247.00
Furn. & Place Aggregates	6,210	Cu. Yd.	3.75	2.78	17,274.01	23,287.50
Furn. & Place 151-200 Asphalt	488.96	Ton	32.00	28.71	14,037.58	15,646.72
Furn. & Place RC-3 Asphalt	190.07	"	32.00	29.77	5,657.52	6,082.24

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #1, 18" Concrete Pipe	453	Lin. Ft.	$3.50	$2.37	$1,071.76	$1,585.50
PA #2, Cement Adjustment in Favor of Contractor	7.25	Bbl.	5.00	5.00	36.25	36.25
PA #3, Darex Adjustment in Favor of Contractor	427	Ounce	0.02	0.02	8.54	8.54
Purchase Order, Excess Aggregates	505	Cu. Yd.	1.88	2.30	949.40	1,161.50
					$178,834.05	$188,855.56

	Cost	Revenue	Profit	% Profit
Rogers Construction Co.	$144,715.28	$149,282.16	$ 4,566.88	3.1
Babler Bros., Subcontractor	34,118.77	39,573.40	5,454.63	13.8
	$178,834.05	$188,855.56	$10,021.51	

Net Profit Equals 5.3% of Gross Revenue

Bonanza-Poe Valley-Malin Section
Rogers Construction Co.

Detail of Cost

Labor:

Supervision (Superintendent & Timekeeper)	$8,554.36	
Foreman	3,565.08	
Labor	42,368.58	
Social Security and Unemployment Insurance	1,188.57	
State Industrial Accident Insurance	1,280.07	
		$56,956.66

Materials:

12" Corr. Metal Pipe	46 Lin. Ft.	at $1.41	$64.86	
12" Bands	3 Each	" 1.92	5.76	
18" Corr. Metal Pipe	45 Lin. Ft.	" 1.95	87.75	
18" Bands	3 Each	" 3.00	9.00	
24" Corr. Metal Pipe	20 Lin. Ft.	" 3.04	60.80	
24" Bands	2 Each	" 3.75	7.50	
18" Concrete Pipe	453 Lin. Ft.	" 1.66	751.98	
30" " "	60 " "	" 3.40	204.00	
Class "A" Redimix Concrete	75 Cu. Yd.	" 19.00	1,425.00	
Reinforcing Steel	10,900 Lb.	" 0.071	773.90	
Untreated Lumber	32.1 M-FBM	at 111.65	3,584.07	
Treated Lumber	8.1 "	" 201.78	1,634.42	
				8,609.04

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	$37,680.00	
" " , Hired	3,117.62	
Hired Trucks (Includes Gas, Oil, Grease and Repairs)	10,030.21	
Gas, Oil and Grease	6,418.59	
Move In, Freight and Cartage	2,939.65	
Lumber	872.51	
Explosives	6,736.90	
Drill Steel	1,661.78	
Small Tools and Misc. Supplies	1,789.14	
Bond	1,407.70	
P.L. & P.D. Insurance	571.46	
Home Office and General Overhead	5,924.02	
		79,149.58

Total Cost $144,715.28

Bonanza-Poe Valley-Malin Section

Babler Bros.

Detail of Cost

Labor:			
Supervision		$1,037.50	
Labor		6,237.93	
Social Security and Unemployment Insurance		230.80	
State Industrial Accident Insurance		136.44	
			$7,642.67
Materials:			
151-200 Asphalt	488.96 Ton at $13.00	$6,356.48	
RC-3 Asphalt	190.07 " " 14.00	2,660.98	
Freight on Asphalt	679.03 " " 8.60	5,839.66	
			14,857.12
Equipment Rental and Miscellaneous Expense:			
Equipment Rental, Owned		$5,014.00	
Hired Trucks		1,529.69	
Gas, Oil, Grease and Fuel		1,984.48	
Move In, Freight and Cartage		690.72	
Small Tools and Misc. Supplies		433.07	
P.L. & P.D. Insurance		86.33	
Bond		296.95	
Office and General Overhead - 4%		1,583.74	
			11,618.98
Total Cost..........................			$34,118.77

Bonanza-Poe Valley-Malin Section

Work Done by Babler Bros.

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
General Excavation, Unclassified	12,663.2	Cu. Yd.	$0.40	$0.35	$4,428.62	$5,065.28
Short Overhaul	13,769.2	Yd. Sta.	0.03	0.02	275.38	413.08
Long Overhaul	235.2	C-Yd. Sta.	0.40	0.40	94.08	94.08
Finish R/B & Slopes	1.42	Mile	500.00	493.87	701.30	710.00
Preparation of Base	14.98	"	150.00	126.08	1,888.74	2,247.00
Load, Haul & Place Aggregates	6,210	Cu. Yd.	1.50	1.13	7,035.55	9,562.50
Furnish & Place 151-200 Asphalt	488.96	Ton	32.00	28.71	14,037.58	15,646.72
Furnish & Place RC-3 Asphalt	190.07	"	32.00	29.77	5,657.52	6,082.24
					$34,118.77	$39,573.40

Bonanza-Poe Valley-Malin Section

Breakdown of Rock Costs

Operation	Quantity	Unit	Unit Cost	Cost
Move In, Set Up & Develop Site	48,701	Cu. Yd.	$0.12	$5,748.82
Drill and Shoot Quarry	"	" "	0.36	17,711.12
Load and Haul to Crusher	"	" "	0.26	12,826.67
Crush	"	" "	0.57	27,473.36
Cost in Bunker			$1.31	$63,759.97
Haul Aggregates to Stockpile	19,600	Yd. Mi.	$0.16	$3,061.34
Stockpile	48,701	Cu. Yd.	0.10	4,782.01
Load from Stockpile	41,986	" "	0.06	2,563.82
Haul to Road	187,000	Yd. Mi.	0.12	23,067.08
Street Work	41,986	Cu. Yd.	0.25	10,563.89
Load, Haul and Place Aggregate by Babler Bros.	6,210	Cu. Yd.	1.13	7,035.55
Total Rock Costs				$114,833.66

This quarry is a shallow rock dome and was drilled with down holes spaced six to eight feet on centers and loaded at the rate of approximately 3/4 lb. of powder per cu. yd. of rock.

Material was dozed to crusher with a D-8 dozer and loaded to feeder with a 1¼ yd. shovel.

The crusher operated 766 hours for an average production of 64 cu. yds. per hour. This was a four crusher plant and all crushed rock except aggregates was carried to stockpile on conveyor belts. The aggregates were hauled to stockpile by truck.

Remarks:

This was a Federal Aid Secondary Project. The contract, calling for the regrading of three miles of highway roadbed and the surfacing and oiling of 14.98 miles of highway, was bid and awarded August 26th, 1947. Work was started on November 19th, 1947, and the project was completed July 13th, 1948.

Clearing and grubbing consisted of juniper trees and sagebrush and the removal of three small wood bridges. The bid on this item was high and a large profit was realized.

General excavation was as follows: Approximately 7,550 cu. yds. of solid rock which was drilled and shot and moved with shovel and trucks; 7,430 cu. yds. of common and loose rock which was moved with shovel and trucks; 12,660 cu. yds. of common material which was moved by Babler Bros. with one D-8 tractor and scraper, two DW-10's and scrapers and one D-8 tractor and dozer. The cost of drilling and shooting the solid material was high, with some of the material breaking too large on the first shot and requiring reshooting.

Class "A" Readyi-Mix concrete was purchased from a commercial plant in Klamath Falls. Much of the structural work was done during inclement weather and although the contractor had high bid prices on the bridge work, only a small profit was realized on these items.

The quarry used was at the state-controlled quarry site about 0.5 mile westerly of Station 187. This was a shallow rock ledge which was drilled with down holes spaced 6' to 8' on centers and loaded at the rate of about 3/4 lb. of powder per cu. yd. of rock. The rock was dozed from the quarry to the crusher with a D-8 dozer and loaded to feeder with a 1¼ yard shovel.

The crushing plant consisted of one 24" x 36" jaw crusher, one 36" gyratory crusher, two 36" gyrasphere crushers, three model 13000 caterpillar generator power units, 4' x 12' triple-deck screen, scalping screen, electric motors and conveyors. All the crushed rock except the aggregate was carried to stockpile on conveyor belts. A three-bin bunker was placed in the setup when aggregate was crushed and this material was hauled to stockpile with trucks . Only fair production was maintained on crushing and much time was lost because of inclement weather and mechanical breakdowns. The crusher operated 766 hours out of 1,200 hours elapsed time, with an average production of 64 cu. yds. per hour.

Oiling operations were started on June 25th, and completed July 9th, with maintenance continued through July 13th. Oil was shipped from California and spotted on the siding at Malin approximately two miles from the south end of the project. Three tenders were used to haul oil from the tank cars to the job site. Other oiling equipment included retort, 1,150-gallon distributor, broom, blade and two rollers. Good production was maintained on placing of asphalt and aggregate.

The contractor had good supervision and good equipment but inclement weather slowed production on grading and crushing operations and bridge work, making this job only a small percentage of profit.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

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DEC 9 1948
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COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

D-19 (2)

2937

December 7, 1948

Honorable U. E. Reeder,
County Judge, Klamath County
Klamath Falls, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This is to advise that Contract No. 2937 for grading and oil mat surfacing of the Bonanza - Poe Valley - Malin section of the Bonanza - Malin County Road, in Klamath County, F.A.S. Highway No. 417, was completed by the contractor July 13, 1948, and accepted by the Highway Commission November 3, 1948.

As the agreement, signed by the County Court and State Highway Commission under dates of August 15, 1947 and October 22, 1947, provides that the County shall maintain certain sections of the Bonanza - Malin County Road, which are covered in the contract completed July 13, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Klamath County.

Very truly yours,

R. H. Baldock
State Highway Engineer

Forrest Cooper
J.F.H.

By: Forrest Cooper
Engineer, County and City Relations

JFH:MM

CC: Mr. W. C. Williams
Mr. H. G. Smith
Mr. E. A. Collier
Mr. W. E. Chandler

RECEIVED
NOV 30 1948
FOR FILING

8 11 (2)

2937

November 29, 1948

The Fidelity and Casualty Company
80 Maiden Lane
New York 8, N.Y.

Gentlemen:

This is to advise you that state highway contract No. 2937 for work on the Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road, in Klamath County, has been completed by the contractor, Rogers Construction Co., and that final payment in the amount of $5,032.05 will be made on or after December 9, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $187,694.06, and that no force account work was performed therein. This contract was completed on July 13, 1948 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - The Fidelity and Casualty Co.
Pallett, Sturm and Company
U.S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

11-29-48 JC

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OCT 4 1948
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2137

Salem, Oregon
September 28, 1948

Mr. Baldock

On Thursday, September 16, accompanied by Resident Engineer Whitmore and Maintenance Superintendent Edwards, I made an inspection of the oiled surfacing recently completed on the Bonanza-Poe Valley section of the federal aid secondary highway in Klamath County.

The overall length of the section is 15 miles and I found approximately 12 miles of the distance in satisfactory condition. There is some roughness but no more than ordinarily obtains in the average light oil surfacing. This surfacing was of type 0-9, which gives a thickness of only 3/4 inch.

On a 1½-miles section near the south end of the project there was considerable roughness, which I am quite certain developed after the surfacing was completed by the contractor. The County was hauling a large amount of crushed rock over the newly completed highway and it is quite evident that the weight of the trucks caused some movement in the subgrade under the newly completed oil. The roadway now appears stable and the slight roughness is not sufficient to warrant construction of a leveling course, which would be the only manner of eliminating the slight roughness.

On another approximately 1½-miles section some roughness had been caused by sanding materials placed by the County during the time when the oil was bleeding not being properly broomed or spread. This resulted in some of the sanding materials adhering to the surface in such a manner as to cause some bumps. On the day of my inspection the weather was cool and these bumps were rapidly letting loose and I am quite certain that within a very short time, probably by now, this condition will correct itself.

This entire section was constructed rather cheaply, the total cost being approximately $180,000 for the 15 miles, and it is my opinion that the results are satisfactory. I must admit that we have constructed many type 0-9 oil mats with a much smoother riding surface, but at the same time the riding surface on this section can not be considered unsatisfactory and in no way does it warrant an additional expenditure to correct what little roughness now exists.

WCW/ew

W. C. Williams

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AUG 18 1948
FOR FILING

2-19 (2)

2937

August 17, 1948

The Fidelity and Casualty Company
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Rogers Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2937 covering work on the Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road, in Klamath County. This payment, which is in the amount of $31,087.46, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,649.34. The present payment to the contractor will be made on or after August 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc: Pallett, Sturm & Co.
U.S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

5-17-48

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JUL 19 1948
FOR FILING

S-19 (2)

2937

July 13, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 13, 1948 on Contract No. 2937, Bonanza-Poe Valley-Malin Section in connection with Federal Aid Project No. S-19 (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

KMC:ew

cc: C. H. Armstrong

15

Form E-1—5M—6-44 8-19 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 10, 1948

Section Bonanza-PoeValley-Malin

Kind of work Grading and Oil Mat Surfacing

Highway Bonanza-MalinCountyRoad

Section prefix 218-1041

Contractor Rogers Const.Co.

Contract number 2937

Date of contract Aug.26, 1947

Date of completion Sept. 30, 1948

Date work started Nov.19, 1947

Estimated date of completion July 13, 1948

Amount of contract $183603.

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $183603.

Per cent of contract completed, based on total contract price 99½ %

Engineering cost to date, $11200., 6 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

4 5 6

Operations down July 4,5,6, until noon July 7, acct holidays and acct rain Sun., Mon., Tues.

Oiling Wed.P.M. and Thurs. and Friday on final seal and finished oiling July 9 Friday.

Will be brooming until Tues. July 13.

Contr. moved out all equipment except broom equipmt. Sat. July 10.

PRA Engr.Schwiesow over this job Wed. July 7.

RECEIVED
[illegible] 1 [illegible] 1948
OFFICE OF
CONSTRUCTION ENGINEER

H. W. LIBBY

P.P. Whitmore

Signed P.P.Whitmore, Res.Engr.

Address Box 1090 K.Falls.

E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3	15		15	
Miles partially completed				~~15~~	
Miles completed	3	15		15	
Total estimated quantities	28000	42710		4905 T	
Estimated quantities moved or placed to date	"	"		"	
Average daily quantities					
Average daily quantities necessary to complete project on time				1	
Number shifts per day				10	
Hours per shift				40	
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	20					4	
Men and teams							
Tractor Graders	3						
Men and trucks under 3 tons							
Rollers	4						
Men and trucks over 3 tons	8						
Men and tractors							
Loader	1						

Equipment used during week: Shovels 1, Power graders 3, Rollers 4, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		[illegible]
Monday	"		" "
Tuesday	"		" "
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

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JAN 27 1948
FOR FILING

S-19(2)

January 19, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer again to your letter of December 23, concerning our State Force Order dated November 26, 1947, covering the revision of a pole line near Station 40 of Oregon Project S-19 (2), Bonanza-Poe Valley Project.

The pole line concerned is built on privately-owned or leased right of way. Therefore, there is no franchise or statute under which the owner of the line can be forced to move the line at his own expense.

In view of this situation, and in view of the correspondance we have had with you relative to the classification of pole line expense of the kind, it appears that the item is eligible for federal reimbursement as a construction change. May we, therefore, have your approval of the order referred to in the first paragraph?

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

January 7, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Robert
By Asst. Chief Engineer

Oregon Project No. S-19(2)
Bonanza - Poe Valley Section

Dear Sir:

Reference is made to your letter of December 30, 1947 raising certain questions regarding the eligibility of claims for pole moving which may have involved some right-of-way consideration in connection with the acquisition of right-of-way.

Our letter of December 23 was primarily concerned with the eligibility rather than the classification of such items, although this distinction was not mentioned. In this respect, your understanding that right-of-way ownership has a bearing on the eligibility of moving poles for reimbursement depending upon the nature of ownership or occupancy and the terms of the governing agreements, franchise or statutes, is correct.

Whether or not a right-of-way consideration is involved in any particular instance will depend upon the nature of the rights enjoyed by the utility as well as the terms of agreements with the utility for the acquisition of highway rights-of-way. Considerations may be indicated directly by reference in such agreements or indirectly by the amounts paid as compared with the amounts paid for similar adjacent right-of-way. In general, it appears that your statement that the terms of the agreements under which the right-of-way was obtained have been reviewed and that the work contemplated was not a consideration, will be acceptable.

It is desirable that the work order and the letters exchanged between the State and the utility indicate that reimbursement is to be on the basis of G.A.M. No. 300.

Very truly yours,

T. M. Davis

T. M. DAVIS
District Engineer.

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JAN 8 1948
OREGON
STATE HIGHWAY COMMISSION

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JAN 8 1948
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

PUBL ROADS A ISTRATION
FEDERAL WO GENCY
DIVISION
P. O. BOX 3900
PORT

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
[illegible]
SECRETARY

December 30, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Robert

Dear Sir:

We refer to your letter of December 23, concerning our request of December 16 for federal participation in the moving and installing of power poles and down guys near Station 48 of Oregon Project S-19 (2), Bonanza-Poe Valley Section.

Before replying to your letter, we would appreciate your advice as to the criteria to be used in determining when the moving or raising of a pole line is a right of way consideration and when it is not.

We find nothing in PRA regulations and memoranda to indicate that the moving or raising of pole lines is ever looked upon as a right of way consideration. The impression that we gain from such regulations and memoranda is that power pole lines and telephone pole lines are "utilities" and that, as such, any moving, raising or reconstructing of them is considered a construction item (not a right of way item). In this respect, we refer you particularly to the provision of G. A. M. No. 300. While this memorandum applies primarily to the reimbursement of utilities for work performed by utility companies, its definitions and basic principles should apply as well to work on utility lines when performed by others.

As far as we can see, the classification of this kind of work as construction is not in any way dependent on whether the utility is on publicly-owned right of way or on right of way owned or leased by the utility company. The right of way ownership has a bearing on whether the moving and reconstruction would be eligible for reimbursement, but it has no bearing on the classification of the work as between right of way and construction.

Your advice in regard to this matter is of interest to us not only in so far as it applies to the present case, but also as it may apply to future cases.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

December 23, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Robert

Dear Sir:

Reference is made to Mr. Williams' letter of December 16, 1947 transmitting for consideration, State Force Order dated November 26, 1947 covering the moving of one power pole and installing three poles and two down guys near Station 48 on Oregon Project S-19(2), Bonanza - Poe Valley Section.

We note this work is to be done by the forces of the California - Oregon Power Company and appears to be a right-of-way consideration in which we are not participating on this project. If it is not a right-of-way consideration, then the terms of the franchise governing such changes would apply.

Before acting on this Force Order, we would appreciate the necessary information as to its eligibility for participation with Federal funds.

Very truly yours,

F. M. Davis
F. M. DAVIS
District Engineer.

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DEC 26 1947
STATE HIGHWAY COMMISSION

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JAN 5 1948
FOR FILING

S-19(2)

December 30, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

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Your advice in regard to this matter is of interest to us not only in so far as it applies to the present case, but also as it may apply to future cases.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

SHP:gs

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FOR FILING
S-19(2)

file

December 23, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of December 16, 1947 transmitting for consideration, State Force Order dated November 26, 1947 covering the moving of one power pole and installing three poles and two down guys near Station 48 on Oregon Project S-19(2), Bonanza - Poe Valley Section.

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Before acting on this Force Order, we would appreciate the necessary information as to its eligibility for participation with Federal funds.

Very truly yours,

T. M. DAVIS
District Engineer.

Original to District

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DEC 23 1947
FOR FILING

S-19(2)

December 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work, covering the removing of one pole and down guy and installing three poles near Station 48 on the Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road, Contract No. 2937, in connection with Federal Aid Project No. S-19 (2).

It is necessary to remove the one pole which is very near the revised center line and install the additional facilities. This work will be done by the California-Oregon Power Company's forces.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:GS

Encl.

RECEIVED
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREG.

December 11, 1947

S-19(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-19(2)
Bonanza-Poe Valley-Maline Sec.
Bonanza-Malin County Road

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 12 1947
OREGON
STATE HIGHWAY COMMISSION

(Revised 1946)

WA8pr 7359

State Oregon

Federal Aid Secondary

Project No. S-19(2)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 1st day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of August, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighteen thousand and 00/100 dollars ($ 118,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+10 in Bonanza and survey station 795+55 on the east boundary of Section 18, T. 41 S., R. 12 E., W.M., without exception.

, length 15.020 miles, in Klamath County County, being Oregon Federal Aid / Secondary project No. S-19(2), consisting of 14.975 miles of roadway and two bridges, each of more than 20 feet clear span, 0.045 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eighteen thousand and 00/100 dollars ($118,000.00), which does not exceed the authorized Federal pro rata share of two hundred one thousand, nine hundred sixty-three and 30/100 dollars ($201,963.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

APPROVED
Assistant State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
DEC 4 1947
FOR FILING

S-19 (2)

c

November 24, 1947

Mr. T. M. Davis
District Engineer-
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on November 19, 1947 on Contract No. 2937, Bonanza-Poe Valley Section in connection with Federal Aid Project No. S-19 (2)

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:CW

FORM [illegible] 8-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
OCT 29 1947
FOR FILING

S-19(2)

October 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Maintenance agreement for Federal Aid Project No. S-19 (2), Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road, was executed by the Highway Commission on October 22. Four signed copies are being enclosed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Bonanza-Poe Valley-Malin Section, Project No. S-19 (2).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:EM

Oregon State Highway Department

Federal Aid Secondary
Project No. S-19 (2)

BONANZA-POE VALLEY-MALIN SECTION OF THE
BONANZA-MALIN COUNTY ROAD IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

Roadway (Sta. 0+10 to 795+55)

All Required		Clearing and Grubbing		$ 5,000.00
90	cu. yds.	Structural Excavation, Unclassified	$ 3.00	270.00
28,000	cu. yds.	General Excavation, Unclassified	0.70	19,600.00
35,000	yd. stas.	Short Overhaul	0.03	1,050.00
270	C-yd. stas.	Long Overhaul	0.50	135.00
3.00	miles	Finishing Roadbed and Slopes	500.00	1,500.00
60	lin. ft.	12" Corr. Metal Pipe	2.25	135.00
80	lin. ft.	18" Corr. Metal Pipe	3.00	240.00
20	lin. ft.	24" Corr. Metal Pipe	4.20	84.00
60	lin. ft.	30" Corr. Metal Pipe	7.20	432.00
420	lin. ft.	Salvaging Culvert Pipe	4.00	1,680.00
38	cu. yds.	Class "A" Concrete	70.00	2,660.00
5,300	lbs.	Metal Reinforcement	0.15	795.00
5,300	cu. yds.	½" - 0" Reject Materials in Cushion Course and Shoulders	1.60	8,480.00
8,000	cu. yds.	4" - 2" Rock in Base	1.85	14,800.00
4,400	cu. yds.	3/4" - 0" Rock in Base	2.00	8,800.00
25,000	cu. yds.	1" - 0" Rock in Leveling Course	2.20	55,000.00
1,100	M-gals.	Sprinkling	2.00	2,200.00
14.98	miles	Preparation of Base	150.00	2,247.00
6,000	cu. yds.	Furnishing and Placing Aggregates	3.75	22,500.00
470	tons	Furnishing and Placing 151-200 Asphalt	32.00	15,040.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	32.00	6,080.00
			Subtotal	$168,728.00
			10% Engr. & Cont.	16,872.80
			Total	$185,600.80

Bridge (Sta. 14+99 to 17+09)

34	M-FBM	Untreated Lumber and Timber	$250.00	$ 8,500.00
			Subtotal	$ 8,500.00

Bridge (Sta. 723+00 to 723+37)

30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 90.00
42	cu. yds.	Class "A" Concrete	70.00	2,940.00
6,300	lbs.	Metal Reinforcement	0.15	945.00
8	M-FBM	Treated Lumber in Place	300.00	2,400.00
				$ 6,375.00

Subtotal	$ 14,875.00
10% Engr. & Cont.	1,487.50
Total	$ 16,362.50

Length of Roadway	14.975 miles
Length of Bridges	0.045 mile
Total Length	15.020 miles
Cost per mile, Roadway	$12,394.04

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Roadway	$185,600.80	$108,440.00	$77,160.80
Bridges	16,362.50	9,560.00	6,802.50
	$201,963.30	$118,000.00	$83,963.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to Rogers Construction Company, Portland, Oregon, low bidders on Oregon Project No. S-19(2), Bonanza - Poe Valley-Malin Section of the Bonanza-Malin County Road.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

RECEIVED
AUG 29 1947
[illegible]
STATE HIGHWAY COMMISSION

Jon

August 22, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of a letter sent to prospective bidders on the Bonanza-Poe Valley-Malin Section, Project No. S-19 (2), advising of a change in the quantity for the item of "Furnishing and Placing RC-3 or Emulsified Asphalt."

Seven copies of revised PS & E estimate are likewise enclosed.

Will you please correct the item to conform where it appears in your copies of proposal form and plans.

Very truly yours,

R.H. Baldock
State Highway Engineer

JWN:SM

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-19 (2)

BONANZA-POE VALLEY-MALIN SECTION OF THE
BONANZA-MALIN COUNTY ROAD IN KLAMATH COUNTY

(estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 8, 1947

Roadway (Sta. 0+10 to 795+55)

All Required		Clearing and Grubbing		$ 3,000.00
90	cu. yds.	Structural Excavation, Unclassified	$ 3.00	270.00
28,000	cu. yds.	General Excavation, Unclassified	0.60	16,800.00
35,000	yd. sta.	Short Overhaul	0.02	700.00
270	C-yd. sta.	Long Overhaul	0.50	135.00
3.00	miles	Finishing Roadbed and Slopes	400.00	1,200.00
60	lin. ft.	12-inch Corrugated Metal Pipe	2.00	120.00
80	lin. ft.	18-inch Corrugated Metal Pipe	3.00	240.00
20	lin. ft.	24-inch Corrugated Metal Pipe	4.50	90.00
60	lin. ft.	30-inch Corrugated Metal Pipe	6.50	390.00
420	lin. ft.	Salvaging Culvert Pipe	1.50	630.00
38	cu. yds.	Class "A" Concrete	50.00	1,900.00
5,300	lbs.	Metal Reinforcement	0.10	530.00
5,300	cu. yds.	½" - 0" Reject Materials in Cushion Course and Shoulders	1.25	6,625.00
8,000	cu. yds.	4" - 2" Rock in Base	2.50	20,000.00
4,400	cu. yds.	3/4" - 0" Rock in Base	2.50	11,000.00
25,000	cu. yds.	1" - 0" Rock in Leveling Course	2.50	62,500.00
1,100	M-gals.	Sprinkling	3.00	3,300.00
14.98	miles	Preparation of Base	200.00	2,996.00
6,000	cu. yds.	Furnishing and Placing Aggregates	3.75	22,500.00
470	tons	Furnishing and Placing 151-200 Asphalt	33.00	15,510.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	6,270.00
			Subtotal	$176,706.00
			10% Engr. & Cont.	17,670.60
			Total	$194,376.60

Bridge (Sta. 14+99 to 17+03)

34	M-FBM	Untreated Lumber and Timber	$200.00	$ 6,800.00
			Subtotal	$ 6,800.00

Bridge (Sta. 723+03 to 723+37)

30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 90.00
42	cu. yds.	Class "A" Concrete	50.00	2,100.00
6,300	lbs.	Metal Reinforcement	0.10	630.00
8	M-FBM	Treated Lumber in Place	250.00	2,000.00
				$ 4,820.00
		Subtotal		$ 11,620.00
		10% Engr. & Cont.		1,162.00
		Total		$ 12,782.00

Length of Roadway	14.975 miles
Length of Bridges	.045 mile
Total Length	15.020 miles
Cost per mile, roadway	$12,713.42

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway	$194,376.60	$112,783.00	$ 81,593.60
Bridges	12,782.00	7,417.00	5,365.00
	$207,158.60	$120,200.00	$ 86,958.60

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

July 22, 1947
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1948 F. Y. Federal-aid secondary Highway Program
(Previous Program)

May 29, 1947
(Date of Approval)

COUNTY Klamath

FA or FAS Route No. FAS 417

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	16	S-19(2)	Bonanza to South and FAS 19-A(1)	Survey-Plans					Gr., Dr., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	250,000	151,000	99,000		
				Total	250,000	151,000	99,000	8.60	
Requested Revision	16	S-19(2)	Bonanza to Malin	Survey-Plans					Gr., Dr., 2-bridges, 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	250,000	151,000	99,000	15.02	
				Total					

Program Balance subsequent to approval of this and previously recommended change is: $ ______

Reason for Change: To include reconstruction of 2 bridges in proposed work. Also, completion of survey developed funds programmed to be sufficient to improve 15 miles instead of 8.6 miles originally programmed.

Recommended for approval ______ District Engineer ______ (date) Recommended: ______ Division Engineer ______ (date)

Approval Requested ______ State Highway Engineer 7-31-47 Approved: ______ Acting Commissioner ______ (Date)

July 30, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement, three copies of summary of Federal Aid work and eight copies of Form PR-9 covering program change for the Bonanza-Poe Valley-Malin Section, Project No. S-19 (2).

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:SM

Encl.

BONANZA-POE VALLEY-MALIN SECTION

PROJECT NO. S-19 (2)

All necessary rights of way have been acquired for this Project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

July 31, 1947

BONANZA-POE VALLEY-MALIN SECTION

Project No. 3-19 (2)

Former		Present			Length	
Section	Code Type	Code Type	Rdwy. Width	Station to Station	Former	Present
- -	-	3210	20	(0+10 to 296+12.65) (453+75 to 795+55)		
A	310	3210	20	(296+12.65 = 499+00 to 341+15 = 453+75)	- 2.988	11.987 2.988
-	-	x001		(Sta. 14+99 to 17+03) (Sta. 723+03 to 723+37)	-	.045

Oregon State Highway Department

Federal Aid Secondary
Project No. S-19 (2)

BONANZA-POE VALLEY-MALIN SECTION OF THE BONANZA-MALIN COUNTY ROAD IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 8, 1947

Roadway (Sta. 0+10 to 795+55)

All Required		Clearing and Grubbing		$ 3,000.00
90	cu. yds.	Structural Excavation, Unclassified	$ 3.00	270.00
28,000	cu. yds.	General Excavation, Unclassified	0.60	16,800.00
35,000	yd. sta.	Short Overhaul	0.02	700.00
270	C-yd. sta.	Long Overhaul	0.50	135.00
3.00	miles	Finishing Roadbed and Slopes	400.00	1,200.00
60	lin. ft.	12" Corrugated Metal Pipe	2.00	120.00
80	lin. ft.	18" Corrugated Metal Pipe	3.00	240.00
20	lin. ft.	24" Corrugated Metal Pipe	4.50	90.00
60	lin. ft.	30" Corrugated Metal Pipe	6.50	390.00
420	lin. ft.	Salvaging Culvert Pipe	1.50	630.00
38	cu. yds.	Class "A" Concrete	50.00	1,900.00
5,300	lbs.	Metal Reinforcement	0.10	530.00
5,300	cu. yds.	½" - 0" Reject Materials in Cushion Course and Shoulders	1.25	6,625.00
8,000	cu. yds.	4" - 2" Rock in Base	2.50	20,000.00
4,400	cu. yds.	3/4" - 0" Rock in Base	2.50	11,000.00
25,000	cu. yds.	1" - 0" Rock in Leveling Course	2.50	62,500.00
1,100	M-gals.	Sprinkling	3.00	3,300.00
14.98	miles	Preparation of Base	200.00	2,996.00
6,000	cu. yds.	Furnishing and Placing Aggregates	3.75	22,500.00
470	tons	Furnishing and Placing 151-200 Asphalt	33.00	15,510.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	33.00	2,640.00
		Subtotal		$173,076.00
		10% Engr. & Cont.		17,307.60
		Total		$190,383.60

Bridge (Sta. 14+99 to 17+03)

34	M-FBM	Untreated Lumber and Timber	$200.00	$ 6,800.00
		Subtotal		$ 6,800.00

Bridge (Sta. 723+03 to 723+37)

30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 90.00
42	cu. yds.	Class "A" Concrete	50.00	2,100.00
6,300	lbs.	Metal Reinforcement	0.10	630.00
8	M-FBM	Treated Lumber in Place	250.00	2,000.00
				$ 4,820.00
		Subtotal		$ 11,620.00
		10% Engr. & Cont.		1,162.00
		Total		$ 12,782.00

Length of Roadway	14.975 miles
Length of Bridges	.045 mile
Total Length	15.020 miles
Cost per mile, roadway	$12,713.42

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway	$190,383.60	$110,400.00	$ 79,983.60
Bridges	12,782.00	7,400.00	5,382.00
	$203,165.60	$117,800.00	$ 85,365.60

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

July 23, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter dated July 18, 1947 concerning roadway width and surfacing materials on the Oregon Project No. S-19(2), The Bonanza - Malin Section.

In view of the statements you have made, you have our assurance that we will recommend for approval, P.S.&E. for this project when submitted, which will provide a 30' graded width and a 5" keyed macadam base course with a Type C-9 oil mat wearing surfacing.

as planned. OK

Very truly yours,

T. [illegible] DAVIS
District Engineer.

RECEIVED
JUL 24 1947
OREGON
STATE HIGHWAY COMMISSION

S-23 County
(1947)

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1947

SUBJECT:

To: Mr. Oscar Cutler
Building

Dear Mr. Cutler:

I hand you herewith six fully executed copies of a standard form of maintenance agreement with Klamath County, providing that the County is to maintain a section of the Bonanza-Malin County Road from Bonanza to a point approximately two miles west of Malin after the construction project has been completed.

A fully executed copy of the above agreement has been mailed to the County Court of Klamath County, and I have retained the original of the Commission's files.

Very truly yours

Secretary

gl
encls. 6

Project S-19 (2)

RECEIVED
OCT 27 1947
ENGINEER
COUNTY & CITY RELATIONS

Noted
OC.

NOTED
J. F. HAGEMANN

RECEIVED
OCT 17 1947
FOR FILING
S-19( )
2937

Salem, Oregon
October 16, 1947

Memorandum to the State Highway Commission

Attached for your approval are 8 copies of a standard form of maintenance agreement with Klamath County providing that the County is to maintain a section of the Bonanza-Malin County road from Bonanza to a point approximately two miles west of Malin after the construction project has been completed.

This job was awarded to Rogers Construction Company, Contract 2937, on August 26, 1947. The completion date is set for September 30, 1948.

The agreement has been signed by the Klamath County Court and approved by Mr. R. H. Baldock and Mr. J. M. Devers.

Secretary

mm
Enc.
cc: Query

RECEIVED
[illegible] 1947
FOR FILING

S-19(2)

2931

#84 W

October 6, 1947

Mr. J. T. Rynyan
Assistant District Manager
The California Oregon Power Company
Klamath Falls, Oregon

Dear Sir:

This is your authority to bill the State for the change in your power line about one mile south of Bonanza, which you estimate to cost about $248.70.

Please submit bill in quadruplicate, itemized as to labor and materials.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - H. G. Smith
W. E. Chandler
P. P. Whitmore

84W

RECOR F ASSIGNMENT

DESCRIPTION: Let of Sept 29 from Calif-Oregon Power Co re Bonanza-Malin Secondary Hwy.

DATE: OCT 2, 1947 **ASSIGNED TO:** SMITH

(Investigation and report to this office
(Reply direct with copy to this office
X(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
(Please prepare reply for my signature
(

REPORT RECEIVED: 10-6-47 da

REMARKS:

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER TO OUR FILE NUMBER

KLAMATH FALLS, OREGON

September 29, 1947

State Highway Engineer
Salem, Oregon

Dear Sir:

It will be necessary for us to remove a pole and down guy and install three poles and two down guys in connection with the proposed work to be done on the Bonanza-Malin Secondary Highway now under contract to the Rogers Construction Company.

From information received from the local highway office it appears likely that this work will be done in the very near future.

The alterations will be necessary with a change in curve alignment approximately one mile South of Bonanza.

Our installations were put in on private property at the time they were placed and a right of way from the property owners was taken at that time. Therefore, the changes necessary will be at the State's expense.

The total cost of these changes as estimated by our office is $248.70. Please initiate the proper approval by the State for reimbursement to us for this amount and advise us of the required time for the change.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

J. T. Runyan

J. T. RUNYAN
Assistant District Manager

JTR:je

cc: Mr. Whitmore
State Highway Office
Klamath Falls, Ore.

OCT 3 1947

RECEIVED
SEP 30 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 29 1947
FOR FILING

S-19(2)

#937

September 25, 1947

Rogers Construction Company
Rt. 15, Box 231
Portland 16, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2937 which was awarded to you on August 26, 1947, by the State Highway Commission, covering the Bonanza-Poe Valley-Malin section of Bonanza-Malin County Road in Klamath County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

Encl. 1.

RECEIVED
AUG 28 1947
FOR FILING

S-19(2)

#2937

August 27, 1947

Rogers Construction Company
Route 15, Box 231
Portland, Oregon

Gentlemen:

The State Highway Commission on Tuesday, August 26, awarded you the contract for grading, surfacing, oiling, and construction of two bridges on the Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road in Klamath County. This award was based on your low bid of $163,603.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert
C. D. Paxson

FORM E-123X 5M 9-45

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

RECEIVED
SEP 2 1947
FOR FILING

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

1w

S-19(2)

August 27, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In connection with Federal Aid Project No. S-19 (2), Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road, we are enclosing four copies of a standard encroachment resolution adopted by the County Court of Klamath County; also, four copies of resolution adopted by the City Council of Bonanza, covering the portion of the project within the city.

The maintenance agreement for the above project has been forwarded for the approval of the Highway Commission, and copies will be sent you as soon as they are returned.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

me

Encl.

✓cc Mr. J. W. Nash

Jcon

S-23 County
(1947)

Salem, Oregon
August 18, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing eight copies of a standard form of maintenance agreement which has been prepared in connection with the proposed grading, surfacing, and oiling project on the Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road (Federal Aid Project No. S-19 (2)), bids for which will be called on August 26.

This agreement provides that Klamath County will maintain the Bonanza-Malin County Road, from a point on the Dairy-Bonanza Highway in Bonanza, southerly along the Bonanza-Malin County Road to a point on the Klamath Falls-Malin Highway approximately two miles west of Malin, after the proposed project has been completed.

All copies have been signed by the proper officials of Klamath County and attested by the county clerk, and the agreement is now ready for execution by the State Highway Commission.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

me

Encl.

5-23 County
(1947)

August 14, 1947

Honorable U. E. Reeder
County Judge of Klamath County
Klamath Falls, Oregon

Dear Judge:

The State Highway Commission is planning to call for bids, on August 26, for a grading, surfacing, and oiling project on the Bonanza-Poe Valley-Malin Section of the Bonanza-Malin County Road and Federal Aid Secondary Highway (Federal Aid Project No. S-19 (2)).

In connection therewith, the Federal Government requires that the county adopt the usual standard form of encroachment and traffic resolution; also the standard agreement in which the county agrees to maintain the road after the construction work has been completed.

We are, therefore, enclosing seven copies of an encroachment resolution, and eight copies of a maintenance agreement, to be executed by the County Court of Klamath County.

We are assuming that the county maintains the part of the Bonanza-Malin County Road within the Town of Bonanza, and have, therefore, included it in the description in the maintenance agreement. If this section of road is maintained by the Town of Bonanza, please advise immediately.

If the maintenance agreement is approved, and after it has been executed by the court and attested by the county clerk, please return all eight copies to the Oregon State Highway Department, attention of Oscar Cutler, and after it is executed by the Commission, one signed copy will be returned for the records of the county. One copy of the encroachment resolution may be retained for the county's records, and the remaining copies returned to this Department.

As bids will be called on August 26, and it is required that encroachment resolutions and maintenance agreements be executed and in the hands of the Commission before contracts are awarded, we would appreciate it if the resolution and agreement can be executed and returned to this Department as quickly as possible.

Under separate cover, we are sending you a set of blueprints for the engineer's files, showing the plans for the proposed improvement.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

me

Encl.

RECEIVED
OCT 23 1947
FOR FILING

5-19(2)

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
PRESIDENT

$
S
F

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

JULY 21, 1947

To MR. W. H. LYNCH, DIVISION ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. POST OFFICE BOX 3900

Place PORTLAND 8, OREGON

REQUEST APPROVAL OF WAHINGTON OFFICE BE OBTAINED BY TELEGRAM EXTENSION OF BONANZA-SOUTH FEDERAL SECONDARY PROJECT FROM 8.6 MILES TO 15.02 MILES. THIS IS ITEM NO. 16 OF 1948 FEDERAL SECONDARY PROGRAM. REQUIRES TWO ADDITIONAL BRIDGES BUT NO CHANGE IN FUND ALLOTMENT. USUAL FORM OF REQUEST FOLLOWS.

R. H. BALDOCK

Sender's name and address (For reference only)

Sender's telephone number

RECEIVED
JUL 23 1947
FOR FILING

S-19-2

July 18, 1947

Mr. T. H. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In regard to the changes suggested in Oregon Federal Project S-19(2), Bonanza-Malin Section, I think we can reduce the width from 32 feet to 30 feet without rebalancing the quantities, which I do not feel would be justified on such very light work as prevails over the section, which is designed for 32 feet in width.

A study has been made of the possibility of using cinder shoulders on Section A-1, and it is found that the title to the county cinder pit which we used on the original Poe Valley Section was defective and that the County has lost possession of the pit. When it is considered that the pit would need to be purchased, an excessive depth of overburden removed and also considering the length of the haul involved, the cinders are not economical.

The cinders are also very poor and it is felt they would seriously interfere with the drainage and impair the stability of the surfacing. The suggested specifications were 6 inches of 4½" - 2" keyed macadam. I would prefer to reduce the thickness of the keyed macadam 1 inch, making it 5 inches of 4" - 2" keyed macadam. I think this would save more money, as I doubt if any material saving would be effected by trying to place cinder shoulders 2 feet wide under such adverse conditions respecting location and condition of the cinder pit.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

F.O. Box 3900
PORTLAND 8, OREGON

July 7, 1947

ERRE
By Chief

H G Smith
Please see me

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We acknowledge receipt of rolled plans for proposed construction of Oregon Federal Project S-19(2), Bonanza - Malin Section for which we advised the program item was approved effective July 1, 1947.

In our field inspection, several small changes in alignment were suggested and which apparently have been made. However, we are concerned at the cost of this project estimated at $250,000 for 8.6 miles or $29.295 per mile which seems excessive for a road of this character where the traffic averages but 111 vehicles per day and from the general terrain and culture we doubt that there will be any heavy increase in the traffic.

Therefore in view of these circumstances we suggest the following changes in order to bring the cost of the project within reasonable limits for one in this category.

HGS 7/15/47
30' S.G.
24' T.P. Width

Reduce the graded width from 32' to 28 to 30', and, the surfacing width to 24' over the new grading sections, to be reasonably consistent with the balance of the project which has already been graded and will have a width, shoulder to shoulder, of 22'.

If available construct the shoulders of cinders as used on Section A(1), topped with 1/2"-0" rejects instead of constructing a keyed macadam the full width of the grade.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 9 1947
OREGON
STATE HIGHWAY COMMISSION

Copy was forwarded to H. G. Smith

RECEIVED
JUL 1
FOR FILING

Charge to the account of ______________________ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JUNE 30, 1947

DR. L. I. HEWES
PUBLIC ROADS ADMINISTRATION
WASHINGTON 25, D. C.

IN SECURING APPROVAL FROM YOU OF 1948 F.Y. FEDERAL SECONDARY HIGHWAY PROJECTS I OVERLOOKED ITEM NO. 16, PROJECT S-19(2), F.A. ROUTE 417, BONANZA TO SOUTH END OF PROJECT F.A.S. 19-A(1). COMMISSIONER SCHAUPP IS VERY ANXIOUS TO HAVE THIS ON AS SOON AS POSSIBLE.

R. H. BALDOCK

RECEIVED
MAY 20 1947
FOR FILING

S-19(2)

May 19, 1947

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With reference to Item No. 18 on the federal secondary highway program, S-19(2), Bonanza-Malin Section, this project is still in the hands of the field engineer at Klamath Falls, but the project closely follows an unsurfaced county road, a portion of which has been graded and surfaced with cinders. Therefore, the cost of any additional grading is anticipated to be quite light and the cost largely will be confined to surfacing and oiling.

Arrangements will be made for a field inspection at any time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

F-308(2) Pleasant Hill-Lost Creek Sec., 1947
Willamette Hwy.
#2938 [redacted]

RECEIVED
APR 13 1953
FOR FILING

F-317(1)

2938

Files

April 10, 1953

Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of April 9, 1953, and enclosure from Mr. A. J. Ford, D. M. S., regarding fencing at the Weight Gravel Pit on the Willamette Highway.

Contract No. 2938, under which the fencing was to be done, was closed in 1950. It is now too late to use that job prefix for this work. Use Prefix 20-3101-434, charging the fencing to improvement of the gravel pit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:tp

cc: A. J. Ford

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 9, 1953

SUBJECT:

To: H. G. Smith
Construction Engineer

Dear Sir

Please note the attached from A. J. Ford concerning fencing which was to be done at the Weight Gravel Pit on the Willamette Highway.

Please advise if the State Force Order is still effective or if it will be necessary to have this work charged to some other prefix.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:rw

Enc.

RECEIVED
APR 9 1953
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
April 7, 1953

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

I have an order for State Force Work dated November 18, 1948 for fencing the Weight Gravel Pit East of Jasper from where the crushed rock was taken for the Pleasant Hill-Lost Creek section of the highway that Chapman constructed. Whatever happened that I didn't get this fence put in I don't know but the order apparently got misplaced some place and in talking to Mr. Chapman about it the other day he mentioned that there was a State Force Order to cover the fencing. I went out to this pit with the County engineer a couple of weeks ago as they have been granted permission by you to crush some material from here. That is what brought it to my attention as I noticed that we should have a fence along the county road where it parallels the pit.

This State Force Order was issued under Contract No. 2938, FA Project No. FG308 (2), Prefix 20-1051-269. This was for 67 rods of fence at $2.00 - $134.00. Would it be possible to still use this State Force Order to do this work or is it too late?

Very truly yours

AJ Ford
A. J. Ford
Dist. Maint. Supt.

20-3101-134

AJFem

RECEIVED

FOR FILING

~~[illegible]~~
MONTANA
OREGON
IDAHO
WASHINGTON

7308(2)

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-308(2)
Pleasant Hill-Lost Cr. Section
Willamette Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon Federal Aid [illegible]ject No. F-308(2) WA8pr 7351

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 19, 1947, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-308(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $141,000.00 to $210,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred ten thousand and 00/100 dollars ($210,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

To Article III shall be added clause (b) to read:

"(b). Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred ten thousand and 00/100 dollars ($210,000.00), which does not exceed the authorized Federal pro rata share of three hundred fifty-three thousand, four hundred twenty and 37/100 dollars ($353,420.37), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department of execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on July 17 1950.

Attest

SECRETARY

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By ______________________
Division Engineer
U. S. Bureau of Public Roads.

Oregon Federal Aid Project No. F-308(2).

RECEIVED
FOR FILING

June 15, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of program change form for the Pleasant Hill-Lost Creek Section Project No. F-308 (2), in which estimate we are requesting the set-up of Federal funds be increased to represent more nearly the permissible federal pro rata share.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

Encl.
JWH:md

Oregon State Highway Department Federal Aid Project No. F-300 (2)

PLEASANT HILL-LOST CREEK SECTION
OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate as basis for modified project agreement. Based on low bid prices.)

June 13, 1950

All Required		Clearing and Grubbing		$ 25,000.00
900	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,700.00
230	cu. yds.	Trench Excavation, Unclassified	2.00	460.00
202,300	cu. yds.	General Excavation, Unclassified	0.27	54,621.00
439,000	yd. stas.	Short Overhaul	0.01	4,390.00
2,100	C-yd. stas.	Long Overhaul	0.30	630.00
23,900	cu. yds.	Excavating and Placing Topsoil	0.45	10,755.00
2,500	yd. mi.	Truck Haul on Topsoil	0.25	625.00
5.25	miles	Finishing Roadbed and slopes	400.00	2,100.00
8,700	lin. ft.	Rounding Cutbanks	0.15	1,305.00
1,330	lin. ft.	8" Perforated Corrugated Metal Drain Pipe	2.00	2,660.00
110	lin. ft.	60" Corrugated Metal Pipe	22.50	2,475.00
90	lin. ft.	72" Corrugated Metal Pipe, Uncoated	23.50	2,115.00
60	lin. ft.	12" Concrete Pipe	1.75	105.00
2,200	lin. ft.	18" Concrete Pipe	3.75	8,250.00
600	lin. ft.	24" Concrete Pipe	4.50	2,700.00
40	lin. ft.	30" Concrete Pipe	6.00	240.00
120	lin. ft.	36" Concrete Pipe	8.00	960.00
160	lin. ft.	2" Galvanized Water Pipe	0.75	120.00
180	lin. ft.	Salvaging Culvert Pipe	2.00	360.00
230	cu. yds.	Rock Or Gravel Backfill	3.50	805.00
100	cu. yds.	Class "A" Concrete in Box Culverts	56.00	5,600.00
16,800	lbs.	Metal Reinforcement in Box Culverts	0.105	1,764.00
200	lin. ft.	Spring Bracket Guard Rail With Wood Posts	4.00	800.00
70	only	Wood Sight Posts	6.00	420.00
2,000	cu. yds.	Salvaging Surfacing Materials	0.80	1,600.00
73,000	cu. yds.	Selected Roadbed Topping	0.36	26,280.00
150,000	yd. mi.	Hauling Roadbed Topping	0.25	37,500.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.65	23,320.00
56	acres	Seeding	25.00	1,400.00
1,700	M-gals.	Sprinkling	3.00	5,100.00
5.25	miles	Preparation of Base	225.00	1,181.25

600	cu. yds.	3/4" - 0" Gravel in Binder Course	$ 3.40	$ 2,040.00
7,000	cu. yds.	Furnishing and Placing Aggregates	3.40	23,800.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	2,310.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	3,300.00
500	tons	Furnishing and Placing 121-150 Asphalt	35.00	17,500.00
		Subtotal		$277,291.25
		10% Engr. & Cont.		27,729.12
		Total		$305,020.37

Bridge (Sta. 564+18 to 566+08)

All Required		Shoring, Cribbing, Etc.		$ 3,500.00
110	cu. yds.	Excavation for Structure	$ 6.00	660.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
400	cu. yds.	Class "A" Concrete in Structure	58.00	23,200.00
88,000	lbs.	Metal Reinforcement in Structure	0.105	9,240.00
400	lin. ft.	Metal Handrail	10.50	4,200.00
All Required		Removal of Old Bridge		3,000.00
		Subtotal		$ 44,000.00
		10% Engr. & Cont.		4,400.00
		Total		$ 48,400.00

Length of Roadway	5.247 miles
Length of Structure	0.036 mile
Total Length	5.283 miles
Cost Per mile, Roadway	$58,132.33

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$305,020.37	$181,240.00	$123,780.37
Structure	48,400.00	28,760.00	19,640.00
	$353,420.37	$210,000.00	$143,420.37

State Funds For Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

June 13, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

March 14, 1947
(Date of approval)

NTY Lane

Route No. FAP 29

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				Class of Work	Total Cost	Federal Funds	State Funds		
ITEM AS NOW PROGRAMED	26	F-308 (2)	Pleasant Hill to 1.5 miles W. of Dexter	Survey-Plans					Gr., Dr., Br., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	353,420	141,000	212,420		
				TOTAL	353,420	141,000	212,420	5.283	
UESTED REVISION	26	F-308 (2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	353,420	210,000	143,420		
				TOTAL	353,420	210,000	143,420	5.283	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Reason for change: Increase setup of Federal funds to more nearly represent permissible Federal pro rata share.

Date ______, 195__

______
(State Highway Engineer)

mmended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

RECEIVED
3 - 1950
FOR FILING

7-8 (2)

April 19th, 1950

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Pleasant Hill-Lost Creek Section — Contract #2938
Willamette Highway — R. A. Heintz, Contractor — Prefix #20-1051 F-308 (2)
E. E. Umphlette and J. C. Chapman, Resident Engineers

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing and Grubbing	all			L.S.	$10,743.11	$25,000.00
Str. Excav., Unclass.	932.15	Cu. Yd.	$2.06	$3.00	1,922.77	2,796.45
Tr. " "	460.7	" "	2.06	2.00	950.31	921.40
Gen. " "	203,696.6	" "	0.32	0.27	66,038.84	54,998.08
Short Overhaul	445,002	Yd. Sta.	0.02	0.01	8,774.92	4,450.02
Long Overhaul	2,024.6	C-Yd. Sta.	0.41	0.30	832.11	607.38
Finishing R/B & Slopes	5.19	Mile	322.16	400.00	1,672.03	2,076.00
Rounding Cutbanks	8,887	Lin. Ft.	0.13	0.15	1,142.84	1,333.05
8" Perf. Metal Drain	880	" "	1.99	2.00	1,750.61	1,760.00
60" Corr. Metal Pipe	86	" "	27.84	22.50	2,394.14	1,935.00
72" " " ", Uncoated	71	" "	30.01	23.50	2,130.75	1,668.50
12" Concrete Pipe	252	" "	1.49	1.75	376.64	441.00
18" " "	2,325	" "	2.46	3.75	5,716.69	8,718.75
24" " "	519	" "	3.32	4.50	1,722.25	2,335.50
30" " "	96	" "	6.65	6.00	638.78	576.00
36" " "	200	" "	8.91	8.00	1,781.66	1,600.00
2" Galv. Water Pipe	276	" "	0.70	0.75	193.13	207.00
Salvaging Culvert Pipe	21	" "	1.67	2.00	35.13	42.00
Rock or Gravel Backfill	176	Cu. Yd.	4.34	3.50	764.23	616.00
Class "A" Conc. in Box Culvert	96.56	" "	45.63	56.00	4,406.43	5,407.36
Metal Reinforcement	15,088	Lb.	0.09	0.105	1,334.44	1,584.24
Shoring, Cribbing Etc.	All			L.S.	1,649.52	3,500.00
Excav. for Structure	76.67	Cu. Yd.	7.93	6.00	608.56	460.02
Excav. Below El. Shown	0.8	" "	20.00	20.00	16.00	16.00
Class "A" Concrete in Structure	370.06	" "	46.40	58.00	17,172.29	21,463.48

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Metal Reinforcement	79,544	Lb.	$0.09	$0.105	$6,997.08	$8,352.12
Metal Handrail	394	Lin. Ft.	10.38	10.50	4,088.08	4,137.00
Removal of Old Bridge	All			L.S.	1,461.16	3,000.00
Spring Bracket Guard Rail With Wood Posts	160	Lin. Ft.	4.22	4.00	674.64	640.00
Wood Sight Posts	72	Each	5.69	6.00	409.58	432.00
Salv. Surfacing Mat'ls.	50	Cu. Yd.	0.85	0.80	42.38	40.00
Selected R/B Topping	80,198.5	" "	0.39	0.36	31,652.14	28,871.46
Hauling " "	160,436.5	Yd. Mi.	0.14	0.25	21,911.86	40,109.13
3/4"-0" Cr. Gravel in Level Crs. & Shldrs.	9,087	Cu. Yd.	2.63	2.65	23,878.45	24,080.55
Sprinkling	1,460	M/Gal.	2.56	3.00	3,730.70	4,380.00
3/4"-½" Cr. Gravel in Stockpile	1,188.9	Cu. Yd.	2.10	2.25	2,497.69	2,675.03
½"-¼" Cr. Gravel in Stockpile	743.4	" "	2.10	2.25	1,561.71	1,672.65
¼"-0" Cr. Gravel in Stockpile	300	" "	2.10	2.25	630.35	675.00
Preparation of Base	5.19	Mile	132.39	225.00	687.09	1,167.75
3/4"-0" Gravel in Binder	712	Cu. Yd.	3.37	3.40	2,402.56	2,420.80
Furn. & Place Aggregates	7,692	" "	3.37	3.40	25,955.50	26,152.80
Furn. & Place RC-3 in Binder	107.14	Ton	37.14	33.00	3,979.01	3,535.62
Furn. & Place 121-150 Asphalt	489.32	"	35.21	35.00	17,229.04	17,126.20
S.P. Screen Rejects in S.P.	1,978	Cu. Yd.	0.25	0.25	494.50	494.50
S.P. " " on Road	3,393	" "	0.25	0.25	848.25	848.25
S.P. Haul Screen Rejects	6,330	Yd. Mi.	0.12	0.12	759.60	759.60
S.P. Haul Adj. in Favor of State	- 1,808	Yd. Mi.		0.10		- 180.80
PA #1, Extra Clearing	All			L.S.	25.00	25.00
PA #2, Clear and Grub Access Road	All			L.S.	400.48	500.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #3, Sell Contractor Sal. Bridge Mat'l.	All			L.S.		- 800.00
PA #4, Cement Adj. in Favor of State	31			1.15		- 35.65
PA #5, Purchase Excess Crushed Materials:						
$1\frac{1}{2}$"-3/4" Cr. Gravel in S.P.	445.1	Cu. Yd.	2.10	1.75	935.21	778.93
3/4"-0" Cr. Gravel in S.P.	198.5	" "	2.10	1.75	417.20	347.38
Furn. & Place Emuls. Asphalt in Seal	71.97	Ton	38.14	34.36	2,744.71	2,472.89
E.W.O.					1,492.04	1,550.45
					$292,674.19	$320,741.89

Contractor	Revenue	Cost	Profit	% Profit
R. A. Heintz	$190,668.37	$171,592.18	$19,076.19	10.0
Warren-Northwest	85,153.30	84,809.61	343.69	0.4
Lindstrom Bros.	44,920.22	36,272.40	8,647.82	19.2
Totals	$320,741.89	$292,674.19	$28,067.70	8.7

Pleasant Hill-Lost Creek
R. A. Heintz

Detail of Cost

Labor:

Supervision	$8,991.59	
Labor	53,382.15	
Payroll Insurance	3,898.36	
		$66,272.10

Materials:

8" Perf. Drain Pipe	880	lin. ft.	at $1.35	$1,188.00	
8" Bands	43	each	" 1.81	77.83	
60" Corr. Metal Pipe	86	lin. ft.	" 19.34	1,663.24	
60" Bands	4	each	" 29.06	118.40	
72" Corr. Metal Pipe	71	lin. ft.	" 20.68	1,468.28	
72" Bands	3	each	" 35.69	107.07	
12" Concrete Pipe	252	lin. ft.	" 0.70	176.40	
18" " "	2,325	" "	" 1.50	3,487.50	
24" " "	519	" "	" 2.05	1,063.95	
30" " "	96	" "	" 3.15	302.40	
36" " "	200	" "	" 4.65	930.00	
2" Galv. Water Pipe	276	" "	" 0.41	113.16	
Gravel Backfill	176	cu. yd.	" 2.90	510.40	
Guard Rail Mat'l.	160	lin. ft.	" 1.31	209.60	
Wood Sight Posts	72	each	" 2.22	159.84	
Sand and Cement		all		28.21	
					11,604.28

Equipment Rental and Misc. Expense:

Equipment Rental, Owned	$46,644.17	
" " , Hired	16,598.23	
Hired Trucks	9,583.51	
Gas, Oil and Grease	9,478.14	
Explosives	781.43	
Small Tools & Misc. Supplies	1,171.70	
Freight and Cartage	1,742.80	
P.L. & P.D. Insurance	779.67	
Bond	1,156.03	
Home Office and General Overhead	5,780.12	
		93,715.80
		$171,592.18

Pleasant Hill-Lost Creek
Warren-Northwest

Detail of Cost

Labor:			
Supervision		$4,930.00	
Labor		25,805.99	
Payroll Insurance		1,683.84	
			$32,419.83
Materials:			
121-150 Asphalt	489.32 Ton at $21.55	$10,544.85	
RC-3 Asphalt	107.14 " " 23.40	2,507.08	
Emulsified Asphalt	71.97 " " 24.36	1,753.19	
Freight on Asphalt	668.43 " " 5.41	3,616.21	
			18,421.33
Equipment Rental and Misc. Expense:			
Equipment Rental, Owned		$20,817.40	
" " , Hired		1,932.00	
Gas, Oil and Grease		4,158.39	
Move In, Freight and Cartage		1,277.55	
Small Tools and Misc. Supplies		1,227.58	
P.L. and P.D. Insurance		726.84	
Bond		596.45	
Home Office and General Overhead		3,232.24	
			33,968.45
			$84,809.61

Pleasant Hill-Lost Creek
Lindstrom Bros.

Detail of Cost

Labor:

Supervision and Labor			$12,284.03	
Payroll Insurance			973.07	$13,257.10

Materials:

Transit Mix Concrete	484.5 cu. yd.	at $16.13	$7,813.75	
Metal Reinforcement	98,775 lb.	" 0.062	6,124.05	
Metal Handrail	394 lin. ft.	" 4.95	1,950.30	15,888.10

Equipment Rental and Misc. Expense:

Equipment Rental	$2,320.00	
Gas, Oil and Grease	334.00	
Lumber and Piling	1,856.87	
Small Tools and Misc. Supplies	487.43	
Bond	336.90	
Office and General Overhead	1,792.00	7,127.20
		$36,272.40

Remarks:

This was a "Regular Federal Aid Project". The contract, calling for grading, surfacing and oiling of 5.25 miles of highway roadbed, one concrete box culvert and one 190-foot concrete viaduct, was bid and awarded August 26, 1947. Work on the project was started October 1, 1947, and the project was completed October 5, 1949.

Clearing and grubbing consisted of second growth fir, oak and brush. This work was done with two dozers, power saw and a crew of five to fourteen men. The contractor had a high bid on this item and the item shows a large profit.

General excavation consisted of approximately 11,000 cu. yds. of solid rock and 192,700 cu. yds. of common dirt. The solid rock was gray sandstone which broke large when shot and was difficult to handle. The solid rock was loaded with a 1½ cu. yd. shovel and hauled with two DW-10 tractors equipped with wagons. The common material was moved with five crawler tractors with scrapers and three dozers. The material in several of the cuts was very wet, and grading equipment was shifted between cuts to allow one cut to dry while grading operations were carried on in another cut. A high cost of drilling, shooting and moving the solid rock and wet material in the common excavation which slowed production made the general excavation items show a loss.

Roadbed topping was obtained from the two designated sources. This material was loaded with one 3/4 cu. yd. dragline, one 1½ cu. yd. shovel and one 3/4 cu. yd. shovel working at various times. Street work was done with a #12 caterpillar blade and a 10-ton roller.

Hauling of roadbed topping was done with two DW-10 tractors equipped with wagons and three to ten hired trucks. The contractor had a high bid on this item and a large profit was realized.

Construction of the box culvert and viaduct was subcontracted to Lindstrom Bros. The construction of these structures was done in the highly efficient manner that characterizes this contractor's work. Transit mix concrete for the structures was hauled from Eugene.

The crushed gravel leveling course and oiling items were subcontracted to Warren Northwest. This subcontractor erected a Pioneer 40V portable crushing and screening plant at the designated gravel pit at Lost Creek. The crusher was fed with a D-8 dozer and a 3/4 cu. yd. dragline. A total of 20,367 cu. yds. of crushed gravel was produced and stockpiled adjacent to the plant, in 540 hours, for an average production of 38 cu. yds. per hour.

Placing of the 3/4"-0" Crushed gravel and oiling was done in the summer of 1949. Oiling equipment included a two-car heater, 1,250-gallon distributor, two 1,500-gallon asphalt transports, two 10-ton rollers, heavy duty blade, small tractor with broom, four company-owned dump trucks, two hired dump trucks and a 3/8 cu. yd. shovel. Oil was shipped from Portland and spotted on the siding at Goshen. Oiling was done in 17 days, for an average of 39 tons of asphalt and 494 cu. yds. of aggregates per day.

Upon completion of the oiling, the project was opened to traffic and the old bridge over Lost Creek was removed. Placing of guard rail, sight posts and general cleanup was completed October 5, 1949.

The contractor and subcontractors had good and ample equipment for the job. Low production on crushing and oiling did not allow the crushing and oiling subcontractor any profit on his portion of the work. This project was bid 0.4% below the engineer's estimate.

E. H. Clymer
Cost Analyst

By . . C. Swenson

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F-308(2)

2938

REPORT ON FAILURE OF PLEASANT HILL - LOST CREEK SECTION OF WILLAMETTE HIGHWAY

The purpose of this report is to define the cause of failure of a large portion of the Pleasant Hill - Lost Creek Section of the Willamette Highway and to point out the differences in materials and physical conditions during construction between the failed and unfailed locations.

An examination of the test results and records indicate that there are several differences of conditions of materials between the failed and unfailed sections. From an analysis of these differences it is concluded that the cause of failure was due to the combination of the following:

1. Uncompacted roadbed topping;
2. Cold, damp weather from time of construction to time of failure;
3. Dirty aggregate;
4. A comparatively hard asphalt that was apparently heated to a high temperature resulting in even a harder asphalt by the time it reached the road.

It is emphasized that this does not mean that satisfactory macadam cannot be constructed with use of dirty aggregate and heavy asphalt. It does mean, however, that use of dirty aggregate and asphalt of lower penetration in cold, damp weather will increase the tendency to raveling and cracking because the asphalt is too hard to penetrate the dirt layer on the rock to obtain adhesion to the rock. This condition gives the appearance that the rocks have stripped from the asphalt, whereas, actually, the asphalt has never come in direct contact with the rock. If the dirty aggregate and heavy asphalt were applied in the early summer, the action of traffic and heat would cause the asphalt to penetrate and adhere to the rock. Even if applied in early summer, if the aggregate has an excessive coating of dust and dirt, it would seem advisable to use a lighter grade of asphalt. On the other hand, if it is deemed essential that the macadam be laid late in the season it would appear advisable to use a lighter grade of asphalt and be certain that the aggregate was thoroughly washed.

Considering item 1 of the cause of failure, the test results show that the road bed topping in the unfailed section is compacted to the extent that there is 21 percent more material, in a dry condition, per unit volume than in the failed section. The reason for better compaction is quite obvious since traffic was on the roadbed topping of the good section for six months or more before the macadam was laid. This does not mean that compaction cannot be obtained without truck and passenger car traffic. It does mean, however, that the methods of compaction used on the failed section do not produce the required compaction of roadbed topping.

The weight per cubic foot loose measure and the grading, of the material taken from the two locations, are seen from the test results to be very nearly the same. It should be possible to obtain very nearly the same high weight per cubic foot compacted in both sections.

TEST RESULTS

	Unfailed Section	Failed Section
Thickness of Topping Sample	7.5 Inches	7.5 Inches
Wt. per cubic foot in Place	158.5 lbs.	135.9 lbs.
Percent Water	3.5	7.3
Wt. per cubic foot Dry Compacted	153.1 lbs.	126.6 lbs.
Wt. per cubic foot Dry Loose	109.6 lbs.	108.6 lbs.
Source of Topping Material	Woods Pit - 70% Weight Pit - 30%	Woods Pit - 18% Weight Pit - 64% Lost Creek - 9% Mohler Pit - 9%

Screen Analysis	Single Sieve %	Accum. %	Single Sieve %	Accum. %
4"			5.6	5.6
3½"			0.0	5.6
3"			0.0	5.6
2½"	2.4	2.4	2.4	8.0
2"	5.5	7.9	6.6	14.6
1½"	0.2	8.1	5.2	19.8
1"	3.3	11.4	11.4	31.2
3/4"	14.0	25.4	8.2	39.4
½"	27.8	53.2	12.8	52.2
¼"	7.1	60.3	7.8	60.0
3/8"	5.5	65.8	6.8	66.8
#10	15.8	81.6	16.5	83.3
P#10	18.4	18.4	16.7	16.7

	Unfailed Section	Failed Section
Asphalt Content	9.0%	7.5%
Original Penetration - Theoretical	137	142
Reclaimed Penetration	126	98

The theoretical penetration of the asphalt used is of necessity an arbitrary figure calculated from the average penetration and spread of RC-3, Emulsion, and 121-150 asphalt. The range of original penetration of 121-150 asphalt used on the unfailed section is from 132 to 136. The drop in penetration during application is within a slight variation of 10 points. The range of original penetration of 121-150 asphalt used on the failed section, however, is from 128 to 158. The drop in penetration during application and use ranges from approximately 30 to 60 points. If it is assumed that the car of lowest penetration (128) was used at the point where the sample was taken, the drop in penetration is approximately 30 points or 3 times that in the unfailed section. From these calculations the conclusion is made that the 121-150 asphalt used on the failed section was heated to a rather high temperature. Under such conditions considerable evaporation of the light oils and some oxidation of the asphalt would take place. It is impossible at the present time to calculate the temperature to which the asphalt was raised because temperature, time, and contact with oxygen are involved, and none of these unknowns can be determined without considerable experimentation.

OSCAR A WHITE
January 5, 1950

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APR 5 - 1950
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7-308(2)
2938

OREGON STATE HIGHWAY COMMISSION

March 31, 1950
(Date)

2938
(Contract No.)

21 & 22 Final
(Est. No.)

R. A. Heins Construction
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
4801	371788	$9,217.18	3/30/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: APR 4 1950

NOTED ON CARD

4-4-50

OREGON STATE HIGHWAY COMMISSION

March 31, 1950
(Date)

2938	21 & 22 Final	R. A. Heinz Construction
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
4801	371788	$9,217.18	3/30/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 30, 1948

Completed: Oct. 5, 1949

Contract Accepted: Feb. 6, 1950

Time Extensions: Extended to Oct. 5, 1949

Penalties: None of record

Claims: None of record

Remarks:

ACCOUNTING DIVISION

Date: 4-4-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

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MAR 14 1950
FOR FILING

7-308(2)

2938

March 13, 1950

Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2938, for work on the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County, has been completed by the contractor, R.A. Heintz-Construction, and that final payment in the amount of $9,217.18 will be made on or after March 23, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $320,741.89, of which amount $1,550.45 represents force account items. This contract was completed October 5, 1949 and accepted by the Commission February 6, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD
3-13-50

RECEIVED
FEB 17 1950
FOR FILING

7-308(2)
2938

February 16, 1950

R. A. Heintz-Construction
8101 N. E. Union Ave.
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 6, 1950, had under discussion your request for an extension of time of five days, from September 30 to October 5, 1949, within which to complete your contract No. 2938 covering the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD
2-16-50, gR

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JAN 23 1950
FOR FILING

7-208(2)

2938

January 16, 1950

Request for extension of time
No. 6
February 6 and 7 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from R. A. Heintz Construction Company for an extension of time on Contract No. 2938, Pleasant Hill-Lost Creek Section of the Willamette Highway, from September 30, 1949 to October 5, 1949.

All work on this main roadway was completed by September 30, but the contractor had purchased the old Lost Creek Bridge from the State under a Price Agreement and the additional time requested was necessary for the removal of this bridge from the right of way.

Since all road work was completed and there was neither inconvenience to the traveling public nor added engineering cost to the State, I would recommend that this extension be granted without penalty. Mr. T. H. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN - 5 1950
FOR FILING

7-308(2)

2938

January 4, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2938, Pleasant Hill-Lost Creek Section of the Willamette Highway, Ore. F-308 (2) from September 30, 1949 to October 5, 1949 to R. A. Heintz Construction Co., Contractors.

On September 26, 1949 you approved an extension from November 30, 1948 to September 30, 1949. All work on the main roadway was completed by September 30 but the contractor had purchased the old Lost Creek Bridge from the State under Price Agreement and the additional time requested was necessary for removal of this bridge.

Since all road work was completed and there was no inconvenience to the traveling public, I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

Form E-1—5M—7-46

7 302(2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 3, 1949

Section Pleasant Hill - Lost Creek

Kind of work Grad., Bit. Mac. Surf. & Struct.

Highway Willamette

Section prefix 20-1051

Contractor R. A. Heintz Const.

Contract number 2938

Date of contract August 26, 1947

Date of completion November 30, 1948

Date work started October 1, 1947

Estimated date of completion —————, 19

Amount of contract $ 327,366.25

Per cent of time elapsed ————— %

Estimated cost of completed project, exclusive of engineering $ 327,366.25

Per cent of contract completed, based on total contract price 100.0 %

Engineering cost to date $ 32,980.00, 10.0 %

Date project was completed October 5, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-Final Estimate was completed and forwarded Friday to the Division Office.

H. W. LIBBY

Signed J R Chapman

Address 2141 E. 15th St. Eugene, Oregon

NOTED

E. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.25	5.25		5.25	
Miles partially completed					
Miles completed	5.25	5.25		5.25	
Total estimated quantities	203,700	89,300	2,875		
Estimated quantities moved or placed to date	203,700	89,300	2,875		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
DEC 5 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 32571

RECEIVED
NOV 22 1949
FOR FILING
7308(2)

2938

November 22, 1949

R. A. Heintz-Construction
8101 N. E. Union Ave.
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 8, 1949, had under discussion your request for an extension of time of 336 days, from November 30, 1948 to November 1, 1949, within which to complete your contract No. 2938 covering the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County.

I am pleased to inform you that the Highway Commission granted you an extension of time from November 30, 1948 to September 30, 1949, without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

H. O. Smith

NOTED ON CARD
11-22-49

RECEIVED
NOV - 8 1949
FOR FILING

F-308(2)

2938

150 7 W

File

November 4, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Please refer to your letter of October 25, relative to placing of topsoil and seeding on Oregon Project F-308 (2), Pleasant Hill-Lost Creek Section, Willamette Highway.

In the first instance, this work was delayed due to failure to find suitable topsoil on right of way for performance of work. During this time a fair vegetable growth was started on the slopes, and it appeared questionable as to whether the topsoiling and seeding would be necessary. The Landscape Engineer was contacted in the matter, and he acquiesced in the suggestion that the topsoil be eliminated.

I am extremely sorry that we overlooked referring this matter to you for your consideration. It was purely an oversight and certainly not intentional.

Under existing conditions, I do not believe that the landscaping is necessary for protection of the slopes and respectfully request your concurrence in the elimination of the topsoiling and seeding.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:HM

cc Mr. H. G. Smith

ASSIGNMENT No. 1507

[illegible] T. M. Davis' let[illegible] of 10-25-49 regarding elimination of contract items on Project F-308 (2), Pleasant Hill-Lost Creek Section of Willamette Highway

DATE: 10-27-49 ASSIGNED TO: Smith ✓

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date________________
- ☐ ________________________________

REPORT RECEIVED: 10-31-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 25, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. William's letter of October 10th advising that work on Oregon Project F-308(2), Pleasant Hill-Lost Creek Section of the Willamette Highway was completed on October 5, 1949.

The approved items on this project for which Federal participation was requested includes three construction items as follows:

23,900	cu.yds. Excavating and Placing Topsoil at 45¢	$10,755.00
2,500	yd.mi. Truck Haul on Topsoil at 25¢	625.00
56	acres Seeding at 25.00	1,400.00
	Total these items	$12,780.00

From a recent inspection of this project it is evident the State has not required the contractor to perform the work specified in these three items which is a change in contract of which we should be advised before final action was taken.

Will you please advise the reasons for the elimination of these contract items and why we were not at least consulted in the matter.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

[illegible]
W. C. WILLIAMS

RECEIVED
OCT 26 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV - 3 1949
FOR FILING

F-308(2)

2938

File

1496W

November 2, 1949

R. A. Heintz Construction Company
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

Upon receipt of your letter of October 22, I had a further investigation made of your request for additional payment for oiling a portion of the Pleasant Hill-Lost Creek Section by reason of moving equipment to the job for only a portion of the work.

I am advised that the main reason you were requested to oil a portion of the section was that it would not maintain in a satisfactory condition for traffic. All of the Willamette Highway traffic is routed over this section, and the maintenance was not suitable. It was believed that it would be less expensive for you to oil this section than it would have been to secure additional equipment and properly maintain the section in an unoiled condition.

This same condition has come up on many highway projects in the past, and it has been quite customary for contractors to oil short sections in advance of complete oiling.

From information furnished to me, I can find no reason for recommending to the Highway Commission that additional payment be made to you for the partial oiling.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith
Mr. K. D. Lytle

FORM E-90 15M 12-48 27969

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1st, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to Assignment #1496.

The reason Mr. Heintz was asked, or as he expresses it, ordered, to oil a portion of the Pleasant Hill-Lost Creek Section prior to the completion of the entire section was because he was not maintaining the road in a satisfactory condition for traffic. It was necessary to carry the entire Willamette Highway traffic over this section of the road, and at no time do I consider that the maintenance was suitable for traffic except perhaps for a day or two after a rain. I feel that it was much less expense for Heintz to oil this section than it would have been for him to get additional blades and maintain it as an unsurfaced road.

Under similar conditions it is quite customary for oiling contractors to oil thè road in units, and I see no reason why Heintz should be paid for doing so. I feel the Commission has been sufficiently liberal in extending Heintz's time without penalty, and I am unwilling to approve any additional payment for the oiling.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. 1496 WCW

TION: Letter of 10-22-[illegible] from R. A. Heintz Construction ompany regarding Invoice No. 1003 covering moving of oiling equipment.

DATE: 10-25-49 ASSIGNED TO: Smith ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☒ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date____________

☒ Heintz called by phone and says Lytle and Chapman understood he was to be compensated.

REPORT RECEIVED: 11-2-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING
WCW

R. A. HEINTZ . . . CONSTRUCTION

PHONE: TRINITY 1172
8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

October 22, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. W. C. Williams
Acting State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

W C Willi

Dear Mr. Williams:

This acknowledges your letter of October 6th with reference to our invoice No. 1003 covering the moving of oiling equipment. You state that no explanation is given for this invoice and we should like to call your attention to our conversation had with Mr. Chapman.

Mr. Chapman ordered us to go in and oil a portion of the job stating that such orders were received by him from Mr. Lytle. We understand that the reason for oiling a part of the road was that the farmers were complaining of dust condition and insisted on oiling a part of the road at that time and a part later.

We are aware of the extension of time that was granted us to complete the job. Similarly Mr. Chapman, as well as other engineers on the job, were aware of the weather conditions existing during the course of the job and of our necessity to wait for the drying of the sub-grade. We certainly would like to have completed the job by November 1948 and the only reason it wasn't completed by that said date was due to weather conditions. By reason of the delay caused by the weather our costs were substantialy increased; the increase in oil alone was $3,000.

In view of the above circumstances we believe the State should bear the expense of moving the oiling equipment as billed due to the necessity of our having to make two oiling operations rather than one.

Very truly yours,

R. A. HEINTZ CONSTRUCTION CO.

By E H Twietmeyer

RECEIVED
0[illegible] 2 [illegible]
OREGON
STATE HIGHWAY COMMISSION

EHT:bh

RECEIVED
OCT 19

FOR FILING

7.3n8 (2)

2938

October 19, 1949

General Casualty Company
Mansfield & Co., Agents
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to R. A. Heintz-Construction a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2938 covering the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County. This payment, which is in the amount of $21,409.29, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $9,634.79. The present payment to the contractor will be made on or after October 29, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

10-19-49 gl

RECEIVED
OCT 11 1949
FOR FILING

F-308 (2)

2938

October 10, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 5, 1949, on Contract No. 2938, Pleasant Hill-Lost Creek Section, in connection with Federal Aid Project No. F-308 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc: John Cattrall

RECEIVED
OCT 7 1949
FOR FILING

F-308(2)

2938

October 6, 1949

Mr. R. A. Heintz
8101 N. E. Union Avenue
Portland 11, Oregon

Dear Sir:

We are in receipt of your bill in the amount of $1,047.05 covering the expense of moving your oiling equipment from Albany to the Willamette Highway. There is no explanation for this bill, but I suppose you feel that you should receive extra compensation for oiling the road a part at a time.

We cannot consider this bill, as no arrangements were made for extra compensation at the time the oiling was done, and we considered it was being done voluntarily on your part in order to avoid the tearing up of the road and the extra maintenance being incurred by the great delay in finishing the job. It is quite customary for contractors to perform their oiling in increments, and this is the first instance where we have had a claim for extra compensation for doing so.

In view of the fact that the completion date specified in the contract was November 30, 1948, we see no merit in the claim for extra compensation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle

FORM E-30 15M 5-49 21605

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 4, 1949

SUBJECT: 20-1051

To: H. G. Smith
Construction Engineer

NOTED
H. G. SMITH

Dear Sir:

I am attaching an invoice in the sum of $1047.05 received from R. A. Heintz Construction Company which covers the expense of moving his oiling equipment from Albany to his job on the Willamette.

I think, in view of the slow progress made on this project, this bill is uncalled for. The road became very dusty and the surfacing was becoming out os shape. I asked Heintz to move in and oil it which he did in June of this year.

This contract was awarded August 26, 1947 and Heintz did not start to work until October 1, 1947. At the time of writing, this job has not yet been completed.

I think that we were perfectly within our rights to ask Heintz to do this work and he should not be paid for this extra expense.

The engineering costs, due to the contractor's delay, has amounted to approximately $30,660, as of October 1, 1949 - a sum far in excess of the amount set up for this work.

Very truly yours,

K D Lytle

K. D. LYTLE
Division Engineer

RECEIVED

kdl;g

enc

R. A. HEINTZ . . . CONSTRUCTION

PHONE: TRINITY 1172
8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

September 28, 1949

Oregon State Highway Commission
Salem, Oregon

INVOICE NO. 1003

YOUR PURCHASE ORDER NO.

Expense in connection with move of oiling equipment for work at Sta. 291-00 to 371-50 and 371-50 to 341-00

			Amount	Total
	Move to Eugene from Albany			
August 15	Labor move in and set up		$ 77.92	
16	" " " " " "		32.55	
17	" " " " " "		42.80	
18	" " " " " "		19.80	
			$173.07	
	Insurance 8%		13.84	$ 186.91
	Move distributor and Retort		$ 55.00	
	8 Dump Trucks-Move small equipmentm	16 hrs. @ $4.00	64.00	
	Chev. Tractor-Move Boiler	4 hrs. @ $6.00	24.00	
	" " Move Fuel Oil Supply Tank	4 hrs. @ $6.00	24.00	
	Truck and Tmailer-Move in shovel		50.00	
	" " " Move in roller		50.00	
	" " " Move in roller		50.00	
	Move in # 12 Grader		50.00	367.00
	Move to Albany from Eugene			
September 8	Labor take down and move out		$ 76.30	
9	" " " " " "		40.50	
			$116.80	
	Insurance 8%		9.34	126.14
	8 Dump Trucks-Move small equipment	16 hrs. @ $4.00	$ 64.00	
	Chev. Tractor-Move Boiler	4 hrs. @ $ 6.00	24.00	
	" " Move Fuel Tank Supply	4 hrs. @ $ 6.00	24.00	
	Truck and Trailer-Move our shovel		50.00	
	" " " Move out roller		50.00	
	" " " Move out roller		50.00	
	Move distributor and retort		55.00	
	Move out # 12 Grader		50.00	367.00
	Total			1,047.05

R. A. HEINTZ . . . CONSTRUCTION CO.

PHONE TRINITY 1172
8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

September 26, 1949

Oregon State Highway Commission
Salem, Oregon

INVOICE NO. 1003

YOUR PURCHASE ORDER NO.

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" " "	Move in roller		50.00	
" " "	Move in roller		50.00	
Move in # 12 Grader			50.00	367.00
	Move to Albany from Eugene			
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" " "	Move out roller		50.00	
Move distributor and retort			55.00	
Move out # 12 Grader			50.00	367.00
	Total			1,047.05

R. A. HEINTZ . . . CONSTRUCTION CO.

PHONE TRINITY 1172
8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

September 28, 1949

Oregon State Highway Commission
Salem, Oregon

INVOICE NO. 1003

YOUR PURCHASE ORDER NO.

Expense in connection with move of oiling equipment for work at Sta. 291-00 to 371-50 and 371-50 to 341-00

Move to Eugene from Albany

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Move in # 12 Grader			50.00	367.00

Move to Albany from Eugene

			Amount	Total
September 8	Labor take down and move out		$ 76.30	
9	" " " " " "		40.50	
			$116.80	
	Insurance 8%		9.34	126.14
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Truck and Trailer-Move our shovel			50.00	
" " "	Move out roller		50.00	
" " "	Move out roller		50.00	
Move distributor and retort			55.00	
Move out # 12 Grader			50.00	367.00
	Total			1,047.05

RECEIVED
OCT 7 1949
FOR FILING

7-308(2)

2938

Salem, Oregon
October 7, 1949

H. G. Smith
Construction Engineer
OFFICE

I have a copy of Mr. Lytle's letter of October 6 directed to yourself concerning the request for an extension of time made by R. A. Heintz in connection with Contract No. 2938 for the Pleasant Hill-Lost Creek project.

The State Highway Commission has not as yet acted on this request. I find that the application was received at my office on September 30, which of course was too late to be presented to the Highway Commission at its last meeting. It will be included in the list that goes to the Commission for action at the meeting scheduled to be held November 7 and 8.

HBG/fm

Secretary

cc - K. D. Lytle
Division Engineer
Roseburg, Oregon

FOR FILING

FORM H-64X 15M 1-40 39024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 6, 1949

SUBJECT: 20-1051
Pleasant Hill-Lost Creek

To:

H. G. Smith
Construction Engineer

Dear Sir:

Neither has this office learned what action, if any, the Commission took on the Request for Extension of Time made by R. A. Heintz on his contract #2938.

Heintz's request was submitted to your office the first part of June. He requested an extension to November 1, 1949, but I recommended only up to and including September 30, 1949.

Very truly yours,

K. D. Lytle
K. D. LYTLE
Division Engineer

G

cc: Glaisyer

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OREGON
STATE HIGHWAY COMMISSION

[illegible]
10-7

cc Lytle

[illegible] 9/30

RECEIVED
SEP 30 1949
FOR FILING

7-308(2)

2938

September 29, 1949

Request for extension of time
No. 1
November 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from R. A. Heintz Construction Co. for an extension of time on Contract No. 2938, Pleasant Hill-Lost Creek Section, from November 30, 1948 to November 1, 1949.

The subgrade between Pleasant Hill and Lost Creek was so saturated during the summer of 1948 that it was impossible to lay the topping, and that condition persisted until mid-June of this year. The contractor attempted several times to lay the topping and had to suspend operations. On some sections it was necessary to aerate the topping in order to permit the subgrade to dry out.

The contractor has requested an extension of time to November 1, 1949, but I would recommend that the extension be granted only to September 30, 1949. Due to the unusual conditions, I would recommend that this be granted without penalty.

Mr. T. R. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:hi
Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
SEP 9 1949
FOR FILING

F-308(2)

2728

File

Salem, Oregon
September 7, 1949

Mr. John W. Cattrall

As of September 10, 1949, the Pleasant Hill-Lost Creek Section of the Willamette Highway will be completed and opened to traffic. You will please advise the Lane County Court that the old section of highway will be turned over to them as of that date.

The Southern Pacific Company is anxious to cut the old highway where it crosses the old Pleasant Hill-Lost Creek Road. Inasmuch as the old road will now be under the jurisdiction of Lane County, the county court will have authority to grant to the Southern Pacific Company permission for cutting of the road.

W. C. Williams

WCW:ms

cc Mr. H. G. Smith
Mr. E. A. Collier

FORM E-30 25M 1-40 29015

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 1, 1949

SUBJECT: Pleasant Hill-Lost Creek
R. R. Crossing

To: H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

The Railroad Company is becoming anxious to cut the County Road where it crosses on the Pleasant Hill-Lost Creek Section, and the Company has asked if it will be satisfactory to do this work.

Inasmuch as the County Court will have jurisdiction over this road, I suggest that the County be so notified. I am sending a copy of this letter to P. M. Morse, County Engineer, so that he will be advised of this situation.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

kdl;g

cc: Chapman
Morse - Eugene

REFERRED TO
Williams

FORM E-90 25M 1-49 29029

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 1, 1949

SUBJECT: Willamette Highway

To:

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

We will complete the Pleasant Hill-Lost Creek Section of the Willamette Highway by the 10th of September and I suggest that you have the Secretary notify the County Court that we will turn the job over at that time.

Very truly yours,

K. D. Little
K. D. LITTLE
Division Engineer

kdl;g

Williams

RECEIVED
JUL 25 1949
FOR FILING
F-308 (2)

File

July 22, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is in answer to your letter of July 19, regarding Oregon Project F-308 (2), Pleasant Hill-Lost Creek Section.

The subgrade between Pleasant Hill and Lost Creek was so saturated all last summer that it was impossible to lay the topping, and that condition persisted until mid-June of this year. We attempted to lay topping several times and had to suspend operations. On some sections it was necessary to aerate the topping so that it could dry out.

These conditions were very unusual, and we believe they justify an extension of time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

[illegible]

~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

July 19, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of July 12th requesting concurrence in an extension of time, without penalty from November 30, 1948 to September 30, 1949 to R. A. Heintz Construction Company, contractors on Oregon Project F-308(2), Pleasant Hill-Lost Creek Section.

The only explanation for this extension of 10 months is that he was delayed due to weather and ground conditions. This does not appear to justify such an extension and further information is requested as to why such an extension should be granted without involking the penalty.

Very truly yours,

T. M. Davis
T. M. Davis,
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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JUL 14 1949
FOR FILING
F 308(2)
2938

File

July 12, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2938, Pleasant Hill-Lost Creek Section of the Willamette Highway, Oregon F-308 (2) from November 30, 1948 to September 30, 1949 to R. A. Heintz Construction Co., Contractors.

The contractor has requested an extension of time to November 1, 1949, and although he has been delayed due to weather and ground conditions, I see no reason why he would not be able to complete the project by September 30.

I would recommend the extension to this date without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway
Engineer

cc: H. G. Smith

RECEIVED
FEB 16 1949
FOR FILING
F-308 (2)

February 14, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Pleasant Hill-Lost Creek Section
F. A. No. F-308 (2)

The R. A. Heintz Construction Company, contractors on the above project, have offered $800 for the salvageable material in the old Lost Creek Bridge. Under their contract they were to remove the bridge and store such material in the old structure as was salvageable, the material to remain the property of the State. The value to us of the salvageable material in this structure is not equal to the $800 offered, and we are accepting the proposal of the R. A. Heintz company to make a deduction of $800 in the cost of this item. This amount can, of course, be deducted from the basis upon which federal aid on this project is computed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

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FEB 3 1949
FOR FILING

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7 308 (2)
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2938

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31st, 1949

SUBJECT:

REFERRED TO PAXSON
By Asst. Chief Engineer

O. K. You advise them.
W. C. W.

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Contract #2938, Pleasant Hill-Lost Creek Section, awarded to the R. A. Heintz Construction Company, provides for the removal of the old bridge, the reclamation of the castings, rods and structural steel and the piling up of such lumber as can be used. The contractors have offered a price of $800.00 for the salvagable material.

Will you kindly advise them whether this offer is acceptable to the Department in lieu of following out the terms of the contract.

Very truly yours,

H. G. Smith (Sgd.)

H. G. Smith
Construction Engineer

HGS:AR

cc to: G. S. Paxson

C
O
P
Y

R. A. HEINTZ CONSTRUCTION

PHONE: TRinity 1172

8101 N. E. UNION AVENUE

PORTLAND 11, OREGON

January 29, 1949

Mr. H. G. Smith,
Construction Engineer,
Highway Department
Salem, Oregon.

Dear Mr. Smith:

In regard to our conversation regarding the purchase of the covered bridge to be dismantled by us, we should like to submit a price of $800.00 for the salvagable material that will result from said dismantiling.

We are still obligated to dispose of the concrete piers under our contract No. 2938.

Hoping that this proposal meets with your approval. In the event that you need additional information, please let us hear from you.

Very truly yours,

R. A. Heintz Construction Co.

By W. C. Smith (Signed)

WCS:t

P.S. We put two calendars in the mail for you the next day after talking with you.

WCS

RECEIVED
AUG 26 1948
FOR FILING

7-308(2)

2938

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1948

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer

BUILDING

Cross Referenced To:
Construction
R/W
Willamette Hwy.

Attached hereto are four copies of a "Partial Release of Access Restriction", approved by the State Highway Commission on August 10, 1948, releasing unto the United States of America certain access restrictions contained in the deed for the Zoulek property on the Pleasant Hill-Lost Creek Section of the Willamette Highway.

These copies are for handling as you see fit. We have retained the original copy of the release for the Commission's records and files and have forwarded one certified copy to the Lane County Court and one certified copy to the District Engineer in Portland.

Secretary

sc
encl.

1 H.E. Smith
1 S.P. [illegible]
1 E. [illegible]
1 [illegible]

Distributed
8-30-48

12040

PARTIAL RELEASE OF ACCESS RESTRICTION

WHEREAS, in connection with the relocation of the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County, Oregon, the State of Oregon, by and through its State Highway Commission, received from E. P. Zoulek and Evelyn M. Zoulek, husband and wife, a certain warranty deed dated June 23, 1947, recorded August 1, 1947, in Book 352, Deed Records of Lane County, Oregon, at Page 651, reference to which is hereby made, and

WHEREAS, it is the plan and purpose of the United States of America to construct for the benefit of Lane County, a political subdivision of the State of Oregon, a county road upon a portion of the property, upon which said deed placed restrictions as to access to the relocated Willamette Highway, said county road to intersect with the relocated Willamette Highway at or near State Highway Engineer's Center Line Station 496+14.1, and

WHEREAS, the United States of America, acting by and through its War Department and the Corps of Engineers, has requested that the State of Oregon release said access restrictions in order to permit the establishment of said county road,

NOW, THEREFORE, the State of Oregon, by and through its State Highway Commission, for and in consideration of the benefits to be received by the State of Oregon, upon the construction of the county road, as above described, does hereby release and relinquish unto the United States of America for the use and benefit of Lane County, a political subdivision of the State of Oregon, those certain restrictions, burdens and covenants contained in that certain deed executed by E. P. Zoulek and Evelyn M. Zoulek, husband and wife, under date of June 23, 1947, recorded August 1, 1947, in Book 352, Deed Records of Lane County, Oregon, at Page 651, in so far as they apply to the following described property:

> A parcel of land lying in Section 6, Township 19 South, Range 1 West of the Willamette Meridian in Lane County, Oregon, the said parcel of land being more particularly described as follows:
>
> Beginning at a point on the west line of the property of E. P. Zoulek, said point being 70 feet northeasterly, when measured at right angles, from the center line of the survey for the relocation of the Willamette Highway at highway Engineer's center line station 496+14.1, said point also being 134.95 feet north and 751.50 feet east of the northwest corner of the H. C. Morgan Donation Land Claim No. 66 in Township 19 South, Range 2 West of the Willamette Meridian; thence north 0° 57' 45" west 499.80 feet on the west line of the E. P. Zoulek property to the northwest corner thereof; thence south 67° east on the northeasterly line of said property, a distance of 65.66 feet to a point that is 60 feet easterly, when measured at right angles, from the west line of the E. P. Zoulek property; thence south 0° 57' 45" east, parallel with and 60 feet easterly from the said west property line, a distance of 505.03 feet to a point that is 70 feet northeasterly, when measured at right angles, from the center line of the Willamette Highway relocation survey; thence north 62° 57' 45" west, parallel with and 70 feet northeasterly from the center line of the said survey, a distance of 67.96 feet to the point of beginning, containing 0.69 of an acre,

and not otherwise.

The within release and relinquishment shall be operative only so long as the United States of America or Lane County shall use the premises, as above described, for county road purposes.

IN WITNESS WHEREOF, the State of Oregon, by and through its State Highway Commission, has hereunto set its hand and affixed the seal of said Commission this the 19th day of August, 1948.

ATTEST:

/s/ E. B. Glaisyer
Secretary

STATE OF OREGON, by and through its
State Highway Commission

By /s/ T. H. Banfield
Chairman

APPROVED:

/s/ R. H. Baldock
State Highway Engineer

By /s/ A. W. Schaupp
Commissioner

APPROVED:

/s/ J. M. Devers
Chief Counsel

By /s/ Ben R. Chandler
Commissioner

SEAL

GWN:FRC
7/23/48

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FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

3634

August 24, 1948

NOTED
W. C. WILLIAMS

Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Attention: T. M. Davis File 12079

Gentlemen:

Reference is made to your letter of August 2 addressed to Mr. R. H. Baldock, which has just been referred to this office with reference to right of way through the property of Mr. Crampton on Federal Aid Project F-308(3), Lost Creek-Lowell Section.

I do not understand the dates mentioned in your letter, but may advise that a deed to the right of way was executed July 19, 1948, and the agreed consideration has been paid. The deed refers to property between Station 767+741 through 776+50=20+00 to Station 27+099.

There appears to be considerable misunderstanding with reference to the moving of the buildings within the right of way limits and it may be that the contractor may not be able to get on the property quite as soon as he would like.

Very truly yours,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Counsel

JWD:MH
CC - W. C. Williams

RECEIVED
AUG 16 1948
FOR FILING

F-308-(2)

August 12, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering moving of stone monument at Station 294+94 on the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County, Contract No. 2938, in connection with Federal Aid Project F-308 (2).

It is necessary to move the monument for construction. The work is specified in the contract as "extra work."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

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JUL 30 1948
FOR FILING

F308(2)

2938

July 29, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the construction of portions of detour roads with a blade grader, where possible, on the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County, Contract No. 2938, in connection with Federal Aid Project No. F-308 (2).

As called for in the special provisions, this work is to be done as "extra work" where possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
JUL 6 1948
FOR FILING

F 3.V(2)

#5438

July 2, 1948

Mr. H. W. White
Mt. June Forest Products Company
1257 East 19th
Eugene, Oregon

Dear Sir:

This is to advise that all material on the Pleasant Hill-Lost Creek Section near Trent was crushed for highway use and none of it is for sale.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
K. D. Lytle
A. J. Ford

RECEIVED
DEC 11 1947
MONTANA
OREGON
WASHINGTON
FOR FILING

F-308(2)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

P.O. Box 3900
[redacted]
PORTLAND 8, OREG.

November 26, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. F-308(2)
Pleasant Hill-Lost Creek Section
Willamette Highway

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 28 1947
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WA8pr 7351

State Oregon

Project No. F-[illegible](2)

Federal Aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of November, 1947,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of January, 1947, a project statement, which was approved on the 14th day of March, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 3rd day of April, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred forty-one thousand and 00/100 dollars ($141,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1937; Chapter 33, Laws 1938, Chapter [illegible], Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 291+00 in the NE 1/4, Section 33, T-18-S, R-8-W, W.M. and survey station 570+00 in the NW 1/4, Section 6, T-19-S, R-1-W, without exception,

, length 5.285 miles, in Lane County, being Oregon Federal Aid project No. F-303(2), consisting of 5.247 miles of roadway and one bridges, [illegible]f more than 20 feet clear span, 0.036 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred fifty-three thousand four hundred twenty and 37/100 dollars ($353,420.37), which does not exceed the authorized Federal pro rata share of one hundred forty-one thousand and 00/100 dollars ($141,000.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

THE OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

Attest

SECRETARY

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
NOV 25 1947
DISTRICT

RECEIVED
OCT 6 1947
FOR FILING
F-308(2)

October 3, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on October 1, 1947 on Contract No. 2938, Pleasant Hill-Lost Creek Section in connection with Federal Aid Project No. F-308 (2).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:CW

RECEIVED
OCT 29 1947
FOR FILING

F-308 (2)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, seven copies of estimate as basis for project agreement for the Pleasant Hill-Lost Creek Section, Project No. F-308 (2).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:SM

Oregon State Highway Department Federal Aid Project No. F-308 (2)

PLEASANT HILL-LOST CREEK SECTION
OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 22, 1947

All Required		Clearing and Grubbing		$ 25,000.00
900	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,700.00
230	cu. yds.	Trench Excavation, Unclassified	2.00	460.00
202,300	cu. yds.	General Excavation, Unclassified	0.27	54,621.00
439,000	yd. stas.	Short Overhaul	0.01	4,390.00
2,100	C-yd. stas.	Long Overhaul	0.30	630.00
23,900	cu. yds.	Excavating and Placing Topsoil	0.45	10,755.00
2,500	yd. mi.	Truck Haul on Topsoil	0.25	625.00
5.25	miles	Finishing Roadbed and Slopes	400.00	2,100.00
8,700	lin. ft.	Rounding Cutbanks	0.15	1,305.00
1,330	lin. ft.	8" Perforated Corrugated Metal Drain Pipe	2.00	2,660.00
110	lin. ft.	60" Corrugated Metal Pipe	22.50	2,475.00
90	lin. ft.	72" Corrugated Metal Pipe, Uncoated	23.50	2,115.00
60	lin. ft.	12" Concrete Pipe	1.75	105.00
2,200	lin. ft.	18" Concrete Pipe	3.75	8,250.00
600	lin. ft.	24" Concrete Pipe	4.50	2,700.00
40	lin. ft.	30" Concrete Pipe	6.00	240.00
120	lin. ft.	36" Concrete Pipe	8.00	960.00
160	lin. ft.	2" Galvanized Water Pipe	0.75	120.00
180	lin. ft.	Salvaging Culvert Pipe	2.00	360.00
230	cu. yds.	Rock or Gravel Backfill	3.50	805.00
100	cu. yds.	Class "A" Concrete in Box Culverts	56.00	5,600.00
16,800	lbs.	Metal Reinforcement in Box Culverts	0.105	1,764.00
200	lin. ft.	Spring Bracket Guard Rail With Wood Posts	4.00	800.00
70	only	Wood Sight Posts	6.00	420.00
2,000	cu. yds.	Salvaging Surfacing Materials	0.80	1,600.00
73,000	cu. yds.	Selected Roadbed Topping	0.36	26,280.00
150,000	yd. mi.	Hauling Roadbed Topping	0.25	37,500.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.65	23,320.00
56	acres	Seeding	25.00	1,400.00
1,700	M-gals.	Sprinkling	3.00	5,100.00
5.25	miles	Preparation of Base	225.00	1,181.25

600	cu. yds.	3/4" - 0" Gravel in Binder Course	$ 3.40	$ 2,040.00
7,000	cu. yds.	Furnishing and Placing Aggregates	3.40	23,800.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	33.00	2,310.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	33.00	3,300.00
500	tons	Furnishing and Placing 120-150 Asphalt	35.00	17,500.00
			Subtotal	$277,291.25
			10% Engr. & Cont.	27,729.12
			Total	$305,020.37

Bridge (Sta. 564+18 to 566+02)

All Required		Shoring, Cribbing, Etc.		$ 3,500.00
110	cu. yds.	Excavation for Structure	$ 6.00	660.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
400	cu. yds.	Class "A" Concrete in Structure	58.00	23,200.00
88,000	lbs.	Metal Reinforcement in Structure	0.105	9,240.00
400	lin. ft.	Metal Handrail	10.50	4,200.00
All Required		Removal of Old Bridge		3,000.00
			Subtotal	$ 44,000.00
			10% Engr. & Cont.	4,400.00
			Total	$ 48,400.00

Length of Roadway	5.247 miles
Length of Structure	0.036 mile
Total Length	5.283 miles
Cost per mile, Roadway	$58,132.33

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$305,020.37	$121,690.00	$183,330.37
Structure	48,400.00	19,310.00	29,090.00
	$353,420.37	$141,000.00	$212,420.37

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. F-308 (2)

PLEASANT HILL-LOST CREEK SECTION
OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 28, 1947

All Required		Clearing and Grubbing		$ 7,500.00
900	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,700.00
230	cu. yds.	Trench Excavation, Unclassified	3.00	690.00
202,300	cu. yds.	General Excavation, Unclassified	0.40	80,920.00
439,000	yd. sta.	Short Overhaul	0.02	8,780.00
2,100	C-yd. sta.	Long Overhaul	0.50	1,050.00
23,900	cu. yds.	Excavating and Placing Topsoil	1.00	23,900.00
2,500	yd. mi.	Truck Haul on Topsoil	0.20	500.00
5.25	miles	Finishing Roadbed and Slopes	400.00	2,100.00
8,700	lin. ft.	Rounding Cutbanks	0.15	1,305.00
1,330	lin. ft.	8" Perforated Corrugated Metal Drain Pipe	1.20	1,596.00
110	lin. ft.	60" Corrugated Metal Pipe	16.00	1,760.00
90	lin. ft.	72" Corrugated Metal Pipe, Uncoated	25.00	2,250.00
60	lin. ft.	12" Concrete Pipe	2.00	120.00
2,200	lin. ft.	18" Concrete Pipe	3.00	6,600.00
600	lin. ft.	24" Concrete Pipe	4.50	2,700.00
40	lin. ft.	30" Concrete Pipe	6.00	240.00
120	lin. ft.	36" Concrete Pipe	8.50	1,020.00
160	lin. ft.	2" Galvanized Water Pipe	1.50	240.00
180	lin. ft.	Salvaging Culvert Pipe	1.50	270.00
230	cu. yds.	Rock or Gravel Backfill	4.00	920.00
100	cu. yds.	Class "A" Concrete in Box Culverts	45.00	4,500.00
16,800	lbs.	Metal Reinforcement in Box Culverts	0.10	1,680.00
200	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.00	600.00
70	only	Wood Sight Posts	6.00	420.00
2,000	cu.yds.	Salvaging Surfacing Materials	1.50	3,000.00
73,000	cu.yds.	Selected Roadbed Topping	0.45	32,850.00
150,000	yd. mi.	Hauling Roadbed Topping	0.12	18,000.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	19,800.00
56	acres	Seeding	30.00	1,680.00
1,700	M-gals.	Sprinkling	2.00	3,400.00

5.25 miles	Preparation of Base	$200.00	$ 1,050.00
600 cu. yds.	3/4" - 0" Gravel in Binder Course	3.50	2,100.00
7,000 cu. yds.	Furnishing and Placing Aggregates	3.50	24,500.00
70 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,100.00
100 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	3,000.00
500 tons	Furnishing and Placing 121-150 Asphalt	30.00	15,000.00
122 tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
610 tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
		Subtotal	$280,841.00
		10% Engr. & Cont.	28,084.10
		Total	$308,925.10

Bridge (Sta. 564+18 to 566+08)

All Required	Shoring, Cribbing, Etc.		$ 4,500.00
110 cu. yds.	Excavation for Structure	$ 5.00	550.00
10 cu. yds.	Excavation for Elevations Shown	8.00	80.00
400 cu. yds.	Class "A" Concrete in Structure	50.00	20,000.00
88,000 lbs.	Metal Reinforcement in Structure	0.10	8,800.00
400 lin. ft.	Metal Handrail	10.00	4,000.00
All Required	Removal of Old Bridge		5,000.00
		Subtotal	$ 42,930.00
		10% Engr. & Cont.	4,293.00
		Total	$ 47,223.00

Length of Roadway	5.247 miles
Length of Structure	0.036 mile
Total Length	5.283 miles
Cost per mile, Roadway	$58,876.51

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$308,925.10	$122,304.00	$186,621.10
Structure	47,223.00	18,696.00	28,527.00
	$356,148.10	$141,000.00	$215,148.10

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[illegible]
PORTLAND 8, OREGON

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to R. A. Heintz Construction Company, Portland, Oregon, low bidder on Oregon Project No. F-308(2), Pleasant Hill - Lost Creek Section of the Willamette Highway.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
AUG 29 1947
SALEM
STATE HIGHWAY COMMISSION

Jos

P. O. Box 3900

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in award of contract as of this date to R. A. Heintz Construction Company, Portland, Oregon, low bidder on Oregon Project No. F-308(2), Pleasant Hill - Lost Creek Section of the Willamette Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Project F-308(2), Pleasant Hill - Lost Creek, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your readvertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer

RECEIVED
AUG 7 1947
OREGON
STATE HIGHWAY COMMISSION

P. O. Box 3900

August 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.&E. documents for Oregon Project F-308(2), Pleasant Hill - Lost Creek, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your readvertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

By:

H. A. Stoddart
Sr. Highway Engineer

March 11, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of page number 6 for the Pleasant Hill-Lost Creek Section, Project No. F-302 (2), which page contains a revision in the sixth line from the bottom.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:GS

Encl.

March 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement for the Pleasant Hill-Lost Creek Section, Project No. F-308 (2).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:lh

Encl.

PLEASANT HILL-LOST CREEK SECTION

PROJECT NO. F-308 (2)

While negotiations for rights of way are in progress, four parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 1, 1947

8

Oregon State Highway Department Federal Aid Project No. F-302 (2)

PLEASANT HILL-LOST CREEK SECTION

OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 1, 1948

All Required		Clearing and Grubbing		$ 7,500.00
900	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,700.00
200	cu. yds.	Trench Excavation, Unclassified	3.00	600.00
202,300	cu. yds.	General Excavation, Unclassified	0.40	80,920.00
439,000	yd. sta.	Short Overhaul	0.02	8,780.00
2,100	C-yd.sta.	Long Overhaul	0.50	1,050.00
23,900	cu. yds.	Excavating and Placing Topsoil	1.00	23,900.00
2,500	yd. mi.	Truck Haul on Topsoil	0.20	500.00
5.25	miles	Finishing Roadbed and Slopes	400.00	2,100.00
8,700	lin. ft.	Rounding Cutbanks	0.15	1,305.00
1,330	lin. ft.	8" Perforated Corr. Metal Drain Pipe	1.20	1,596.00
110	lin. ft.	60" Corr. Metal Pipe	16.00	1,760.00
2,100	lin. ft.	18" Concrete Pipe	3.00	6,300.00
600	lin. ft.	24" Concrete Pipe	4.50	2,700.00
40	lin. ft.	30" Concrete Pipe	6.00	240.00
120	lin. ft.	36" Concrete Pipe	8.50	1,020.00
160	lin. ft.	2" Galvanized Water Pipe	1.50	240.00
180	lin. ft.	Salvaging Culvert Pipe	1.50	270.00
230	cu. yds.	Rock or Gravel Backfill	4.00	920.00
100	cu. yds.	Class "A" Concrete in Box Culverts	45.00	4,500.00
16,800	lbs.	Metal Reinforcement in Box Culverts	0.10	1,680.00
200	lin. ft.	Spring Bracket Guard Rail With Wood Posts	3.00	600.00
70	only	Wood Sight Posts	6.00	420.00
2,000	cu. yds.	Salvaging Surfacing Materials	1.50	3,000.00
73,000	cu. yds.	Selected Roadbed Topping	0.45	32,850.00
150,000	yd. mi.	Hauling Roadbed Topping	0.12	18,000.00
8,800	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.25	19,800.00
56	acres	Seeding	30.00	1,680.00
1,700	M-gals.	Sprinkling	2.00	3,400.00

5.25	miles	Preparation of Base	$ 200.00	$ 1,050.00
600	cu. yds.	3/4" - 0" Gravel in Binder Course	3.50	2,100.00
7,000	cu. yds.	Furnishing and Placing Aggregates	3.50	24,500.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	30.00	2,100.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	30.00	3,000.00
500	tons	Furnishing and Placing 121-150 Asphalt	30.00	15,000.00
122	tons	Furnishing and Placing RT-4 Tar in Binder Course	25.00	(Alternate)
610	tons	Furnishing and Placing RT-9 Tar	25.00	(Alternate)
		Subtotal		$278,081.00
		10% Engr. & Cont.		27,808.10
		Total		$305,889.10

Bridge (Sta. 564+18 to 566+08)

All Required		Shoring, Cribbing, Etc.		$ 4,500.00
110	cu. yds.	Excavation for Structure	$ 5.00	550.00
10	cu. yds.	Excavation Below Elevations Shown	8.00	80.00
400	cu. yds.	Class "A" Concrete in Structure	50.00	20,000.00
88,000	lbs.	Metal Reinforcement in Structure	0.10	8,800.00
400	lin. ft.	Metal Handrail	10.00	4,000.00
All Required		Removal of Old Bridge		5,000.00
		Subtotal		$ 42,930.00
		10% Engr. & Cont.		4,293.00
		Total		$ 47,223.00

Length of Roadway	5.247 miles
Length of Structure	.036 mile
Total Length	5.283 miles
Cost per mile, Roadway	$57,900.64

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$305,889.10	$122,144.00	$183,745.10
Structure	47,223.00	18,856.00	28,367.00
	$353,112.10	$141,000.00	$212,112.10

PLEASANT HILL-LOST CREEK SECTION

PROJECT NO. F-308 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

July 28, 1947

July 28, 1947

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Pleasant Hill-Lost Creek Section, Project No. F-308 (2).

One set of blue print plans and six bid proposals are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:EM

Encl.

RECEIVED
SEP 19 1947
FOR FILING

F-308(2)

2938

September 17, 1947

R. A. Heintz Construction
8101 N.E. Union Avenue
Portland 11
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2938, which was awarded to you on August 26, 1947 by the State Highway Commission, covering Pleasant Hill-Lost Creek Section of the Willamette Highway, in Lane County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 28 1947
FOR FILING

F-302(2)

2938

August 27, 1947

R. A. Heintz Construction
8101 Northeast Union Avenue
Portland 11, Oregon

Gentlemen:

The State Highway Commission on Tuesday, August 26, awarded you the contract for grading, surfacing, construction of a 190-foot concrete bridge, and furnishing crushed gravel in stockpiles on the Pleasant Hill-Lost Creek Section of the Willamette Highway in Lane County. This award was based on your low bid of $327,366.25 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - S. H. Probert
G. S. Paxson

RECEIVED
MAR 13 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

806 BEDELL BUILDING
PORTLAND 5, OREGON

March 11, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

P.S.& E. for Oregon Project No. F-308(2), the Pleasant Hill - Lost Creek Section of the Willamette Highway have been received and reviewed in this office. The papers appear satisfactory and while we do not fully agree that the source of material for the top soil is in accordance with the best practice, we will not interpose any objection in this case.

In future submissions of P.S.& E. involving top soiling where you plan to follow the method used on this project, we should be furnished the plans early enough to permit a field inspection to be made before authorizing advertising.

Relative to the specification on Excavating and Placing Topsoil, we believe that for a road built largely on new alinement the advantages of obtaining the excavation for top soiling the slopes within the roadway area would be sufficient to offset the additional cost that may result. Obtaining the top soil from within the roadway area reduces roadside scar, reduces the area of necessary clearing, requires less seeding and tends to provide a more stable roadbed by removing the loose unconsolidated top soil from the foundation under the new embankments.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Copy sent to District

RECEIVED
MAR 1[illegible] 1947
OREGON
STATE HIGHWAY COMMISSION

F-300(5) Pringle Corner-McMinnville 1947
Sec., Salmon River & Pacific
#2939 Hwy. West

NOTE

For correspondence on this file see

F-122(7)

RECEIVED
DEC 11 1947
FOR FILING
~~MONTANA~~
~~OREGON~~
~~WASHINGTON~~

F-122 (7)

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

P.O. Box 3900
[redacted]
PORTLAND 8, OREG.

December 10, 1947

7

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

1

Oregon F-300(5)
Pringle Corner-Pacific Highway
Junction Section of the Salmon
River Highway, Yamhill County.

Dear Sir:

We are enclosing herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 11 1947
OREGON
STATE HIGHWAY COMMISSION

Ea

orm PR 2 (Revised 1946)

WA8pr 7363

State Oregon

Project No. F-300(5)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of April, 1946, a project statement, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of August, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thousand and00/100 dollars ($ 200,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 383+82 in the NE 1/4, Section 11, T-5-S, R-5-W, W.M., and survey station 590+35 in the NE 1/4, Section 29, T-4-S, R-4-W, W.M., without exception

, length 4.06 miles, in Yamhill County, being Oregon Federal Aid project No. F-300(5), consisting of 4.06 miles of roadway and no bridges, [illegible]f more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred thousand and 00/100 dollars ($200,000.00), which does not exceed the authorized Federal pro rata share of three hundred thirty-seven thousand one hundred twenty-three and 60/100 dollars ($337,123.60), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

APPROVED
Assistant State Highway Engineer

Attest
SECRETARY

F-122(7) Pringle Corner-McMinnville 1947
Sec., Salmon River & Pacific
#2939 Hwy. West

RECEIVED
DEC 5 1949
FOR FILING

F-122(7)

2939

Salem, Oregon
November 30, 1949

Mr. J. M. Devers

Attention: Mr. Saling

Reference is to your letter under date of November 16 to Mr. Collier, which has reference to the request you received from D. L. Mulkey, in person, for the State to perform certain riprap along the banks of the new channel constructed over his property at Station 417 on the Pringle Corner-McMinnville Section of the Salmon River Highway.

The conditions described by Mr. Mulkey were investigated by both Mr. Collier and Mr. Eason, who report that the channel, which was originally made at the request of Mr. Mulkey, resulted in a benefit to his property. The investigation further reveals that very little erosion has occurred, and most of that during the extreme high water of last winter. In fact, the erosion in the new channel is so insignificant that it does not appear to warrant any additional work on the part of the Highway Department.

W. W. Stiffler

WWS:er

cc: E. A. Collier
F. D. Eason

FORM E-90 25M 9-49 24888

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 28, 1949

Legal File No. 13997
SUBJECT: Channel Change - Salmon River Highway
Request of C. L. Mulkey

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

Dear Sir:

Herewith, in triplicate, copy of a letter from Earl F. Saling, dated November 16, regarding Mr. C. L. Mulkey's question of whether the State would rip rap the channel change beyond the right of way line, on his property, on the Pringle Corner-McMinnville section of the Salmon River Highway.

I inspected this with Mr. Eason and Mr. Farrar on November 25. The channel change is at a slight angle, perhaps 15°, with the culvert. The present wash, after the big flood last winter, is insignificant. The channel change was made at Mr. Mulkey's request, and was of considerable benefit to his field. The agreement with Mr. Mulkey provides that the State, after construction, shall acquire no interest, and assume no obligation.

The contract job was performed in a workmanlike manner, and I suggest that Mr. Mulkey be advised that the State is not obligated, and does not plan to do any work on his property, along this ditch.

Very truly yours,

E. A. Collier
E. A. Collier
Maintenance Engineer

EAC:IH
(in triplicate)

NOTED
W. W. STIFFLER

C
O
P
Y

FORM E-90X 15M 6-49 32903

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 16, 1949

SUBJECT: File No. 13997
Pringle Corner-McMinnville Section
Salmon River Highway

To: Mr. E. A. Collier
Maintenance & Equipment
Engineer

Dear Mr. Collier:

C. L. Mulkey from whom we acquired a Channel Change easement at Station 417 on the Pringle Corner-McMinnville Section of the Salmon River Highway was in the office at 5 o'clock on November 10, 1949. He says that the culvert being at an angle with the Channel Change causes the water to wash out the sides of the Channel Change just beyond the highway right of way line, and he is wondering if the Highway Department would take any steps to prevent this washing.

It seems from my conversation with him that he had previously brought this to someone's attantion, and the Department had put in a short wing wall to divert the water, but he claimed this angle wall as constructed was totally inadequate. He says the creek diverted by this Channel Change is practically dry now, but the culvert ran full several times during the winter last year.

Very truly yours,

J. M. DEVERS

By Earl F. Saling (signed)

Earl F. Saling

EFS:tk
cc: Mr. F. Cooper

11/28/49
Copied in triplicate for Mr. Stiffler

RECEIVED
JUL 8 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

F-122(2)

2/1

July 7, 1949

NOTE
W. C. WILLIAM

Leonard & Slate Oreg. Ltd.
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

This will acknowledge receipt of your letter of July 5, 1949, wherein you advised that you have mailed checks to Mrs. Townsend and Mrs. Cone in the amount of $36.00 in payment of their claim for damages done to crops in a field adjacent to a borrow pit located near the Pringle Corner-McMinnville Section of the Salmon River Highway in Yamhill County. Your prompt and courteous attention given this claim is appreciated.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
cc - W. C. Williams
Glens Falls Indemnity Company

RECEIVED
JUL 5 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 1, 1949

NOTED
W. C. WILLIAMS

Mrs. Winnifred Townsend
Box 524
Sheridan, Oregon

Dear Madam:

Reference is made to your letter of May 18, 1949, regarding damage done to crops on a field adjacent to the borrow pit operated by the State located near the Pringle Corner-McMinnville Section of the Salmon River Highway in Yamhill County.

I have been advised by Mr. W. C. Williams, Assistant State Highway Engineer, that an investigation discloses that the contractor cleaned the rocks from your field in an acceptable manner, but that if any damage was done to your crops by reason of blasting, it is beyond our knowledge and responsibility.

The construction work which you complain caused the damage was performed by Leonard and Slate, 7805 S. W. 40th Avenue, Portland 1, Oregon, by contract with the State Highway Commission, and the contractor's surety upon its contract was the Glens Falls Indemnity Company represented by Jewett, Barton, Leavy & Kern, Lewis Building, Portland, Oregon. If any damage was caused to your property by reason of blasting of rock, it is the responsibility of the contractor, and I am forwarding a copy of your letter of May 18, 1949, together with a copy of this letter, to both Leonard and Slate and the Glens Falls Indemnity Company for their investigation and action. I suggest that any further correspondence you write regarding this matter be addressed to the contractor and his surety.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
cc - W. C. Williams
Leonard and Slate
Glens Falls Indemnity Company

VED

FOR FILING

Townsend, Winnifred

File

Salem, Oregon
June 29, 1949

Mr. J. M. Devers

Attention: Mr. C. W. Enfield

Please note the attached correspondence relative to a claim of Mrs. Winnifred Townsend of Sheridan, for $36.00. Mrs. Townsend claims this damage by reason of some rocks which she alleged damaged their crop. If any damage was done by reason of blasting of such rocks, it is the responsibility of the contractor, and I would suggest that you so advise Mrs. Townsend, but at the same time advise the contractor, which is J. C. Compton Company, and the contractor's surety, which is Glens Falls Indemnity Company (Jewett Barton Leavy & Kern, Lewis Building, Portland).

W. C. Williams

WCW:ms

Encl.

1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 29, 1949

NOTED
W. C. WILLIAMS

13977A

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Reference is made to a letter addressed to you from this office May 23, 1949, regarding a claim by Mrs. Winifred Townsend of Sheridan, Oregon, for damage done to crops on a field adjoining a borrow pit which the State is operating under a lease agreement with Mrs. Townsend. This borrow pit is located near the Pringle Corner-McMinnville Section of the Salmon River Highway in Yamhill County, and lies within the Richard Miller D.L.C. No. 65 of Section 10, Township 5 South, Range 5 West, W.M.

We will appreciate your advising us of the results of any investigations made with respect to this claim and to actions taken and recommendations thereto.

Yours very truly,

J. M. DEVERS

By CW Enfield
C. W. ENFIELD
Assistant Counsel

CWE:FRC

RECEIVED
APR 28 1949
FOR FILING

7300(5) 122(2)

2131

April 27, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

This is to advise you that State Highway Contract No. 2939 for work on the Pringle Corner-McMinnville section of the Salmon River & Pacific Highway West Highways, in Yamhill County, has been completed by the contractor, Leonard & Slate, Oreg. Ltd., O.C. Yocum Co. and J.C. Compton Co., and that final payment in the amount of $14,884.29 will be made on or after May 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $509,616.75, of which amount $3,440.73 represents force account items. This contract was completed on September 29, 1948 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
4-29-49

RECEIVED
FOR FILING

R. H. Baldock

April 25th, 1949

FINAL COST ANALYSIS

Pringle Corner-McMinnville
Contract #2939

7301 - 5 - 12(1)

Leonard & Slate, O. C. Yocom Co. & J. C. Compton, Contractors
~~O. C. Yocom, Contractor~~
J. E. Folston, Resident Engineer

Pacific Highway West
Prefix 36-1114-201(46)

2939

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(c) Clearing & Grubbing	All				$7,882.13	$7,500.00
(c) Removal of Pavement	4,524.89	Sq. Yd.	$0.24	$0.35	1,085.97	1,583.71
(c) Removal of Curbs	9,821	Lin. Ft.	0.14	0.30	140.49	294.63
(c) Removal of Walks and Driveways	491.38	Sq. Yd.	0.18	0.25	87.59	122.85
(c) Removal of Catch Basins	4	Each	10.16	15.00	40.65	60.00
(c) Removal of Two Bridges	All				110.42	1,000.00
(c) Removal of Cosine Bridge	All				1,172.60	2,500.00
(a) (c) Struct. Excavation	2,204.72	Cu. Yd.	1.70	3.00	3,753.85	6,614.16
(c) Trench "	415.46	" "	0.88	2.00	365.30	830.92
(c) Special Borrow Excav.	75,319.9	" "	0.34	0.40	25,537.89	30,127.96
(a) (c) Gen'l. Excavation	77,019	" "	0.349	0.30	26,884.52	23,105.70
(c) Short Overhaul	133,593.5	Yd. Sta.	0.02	0.02	2,671.87	2,671.87
(c) Long "	2,065.6	C-Yd. Sta.	0.50	0.50	1,032.80	1,032.80
(c) Rock Slope Protection	232	Cu. Yd.	1.04	2.75	241.95	638.00
(c) Finishing R/B & Slopes	All				4,819.38	5,000.00
(b) Furnish & Place Topsoil	653	Cu. Yd.	0.77	2.50	501.46	1,632.50
(c) 8" Sewer Pipe	1,438	Lin. Ft.	0.77	1.00	1,104.83	1,438.00
(c) 12" " "	1,921	" "	1.33	1.50	2,551.79	2,881.50
(c) 15" " "	678	" "	1.88	1.85	1,272.35	1,254.30
(c) 18" " "	345	" "	2.34	2.50	807.64	862.50
(c) 12" Concrete Pipe	1,290	" "	1.42	1.50	1,829.70	1,935.00
(c) 18" " "	726	" "	2.90	2.75	2,105.92	1,996.50
(c) 24" " "	156	" "	3.93	4.00	612.96	624.00
(c) 30" " "	102	" "	6.13	5.50	625.61	561.00
(c) 36" " "	192	" "	7.83	7.00	1,503.14	1,344.00

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(c) Salvaging Culvert Pipe	348	Lin. Ft.	$1.40	$2.50	$485.48	$870.00
(c) Extra for Installing Pipe Under Pavement	1,052.6	" "	1.50	1.50	1,592.92	1,578.90
(a) Concrete Catch Basins	32	Each	54.70	50.00	1,750.61	1,600.00
(a) Type "B" Manholes	11	"	85.75	100.00	943.62	1,100.00
(c) 1" Copper Water Pipe	55	Lin. Ft.	1.55	1.50	85.30	82.50
(c) 1¼" " " "	130	" "	1.84	1.75	239.34	227.50
(c) 1½" " " "	43	" "	2.30	2.00	98.73	86.00
(a) Class "A" Concrete in Box Culvert	727.675	Cu. Yd.	35.16	50.00	25,583.34	36,383.75
(a) Metal Reinforcement	107,969	Lb.	0.089	0.10	9,611.03	10,796.90
(a) Concrete Curbs	445.58	Cu. Yd.	36.91	40.00	16,447.13	17,823.20
(a) Concrete Driveways	101.66	Sq. Yd.	3.37	3.50	342.60	355.81
(a) Concrete Walks	282.06	" "	2.87	3.00	810.70	846.18
(a) Expansion Joints in Walk	40.9	Lin. Ft.	0.20	0.20	8.18	8.18
(a) Concrete Traffic Islands	145.94	Cu. Yd.	38.56	40.00	5,607.00	5,837.60
(a) Construct Recesses for Control Markers	All				96.40	110.00
(a) Class "A" in Pole Foundations	8.19	Cu. Yd.	28.97	35.00	237.28	286.65
(b) Lighting Standards in Place	13	Each	179.00	179.00	2,327.00	2,327.00
(b) 3/4" Electrical Conduit	429.4	Lin. Ft.	0.30	0.30	128.82	128.82
(b) 1" " "	989.5	" "	0.41	0.41	405.70	405.70
(b) 1¼" " "	1,243.2	" "	0.55	0.55	683.76	683.76
(b) 1½" " "	56.1	" "	0.61	0.61	34.22	34.22
(b) 2" " "	80	" "	0.72	0.72	57.60	57.60
(b) Wiring	All				1,038.50	1,038.50
(b) Luminaires	13	Each	27.50	27.50	357.50	357.50
(b) 3"-0" Mat'l. in Base	40,365	Cu. Yd.	2.71	2.35	109,544.16	94,857.75
(b) 3/4"-0" Mat'l. in Base and Shoulders	13,964	" "	2.74	2.85	38,264.55	39,797.40

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(b) Sprinkling	1,417.9	M-Gal.	$1.56	$2.00	$2,216.89	$2,835.80
(b) 3/4"-0" in Binder Course	836	Cu. Yd.	3.54	4.50	2,957.36	3,762.00
(b) Class "B" Asph. Concrete	26,375.235	Ton	5.26	5.60	138,750.31	147,701.32
(b) Furnish & Place RC-3 in Binder Course	102.97	"	28.41	35.00	2,925.14	3,603.95
(a) PA #1, 6" Conc. Drain Tile	185	Lin. Ft.	0.65	0.75	120.25	138.75
(a)(c) PA #1, Rock Backfill in Drains	309	Cu. Yd.	3.63	4.50	1,121.57	1,390.50
(c) PA #2, Quarry Run Rock in Place	984	" "	1.40	1.75	1,372.89	1,722.00
(c) PA #3, 8" Perf. Conc. Pipe	207	Lin. Ft.	0.95	1.10	196.05	227.70
(c) PA #4, Quarry Rock Borrow in Place	7,391.5	Cu. Yd.	0.97	1.45	7,153.60	10,717.68
(c) PA #5, Rock Borrow	22,491	" "	0.28	0.40	6,297.48	8,996.40
(c) PA #5, Haul Rock Borrow	67,629.5	Yd. Mi.	0.146	0.15	9,863.14	10,144.43
(c) PA #6, Transport Excess Pipe	3	Loads	20.00	20.00	60.00	60.00
(b) PA #7, Asphaltic Pavement	34	Sq. Yd.	1.50	1.50	51.00	51.00
(c)(b) Force Account					3,083.64	3,440.73
Cement Adjustment, Favor of State	145.6	Bbl.		3.22		- 468.83
					$481,693.60	$509,616.75

(a) Work performed by Carl Johnson
(b) Work performed by O. C. Yocom and J. C. Compton
(c) Work performed by Leonard & Slate

	Carl Johnson	Leonard & Slate	Yocom & Compton	Total
Gross Revenue	$75,840.47	$130,681.45	$303,681.45	$509,616.75
Total Cost	62,413.34	115,300.70	303,979.56	481,693.60
Net Loss			$298.11	
Net Profit	$13,427.13	$15,380.75		$27,923.15
% Profit or Loss of Gross Revenue	+ 17.7%	+ 11.8%	- 0.1%	+ 5.5%

Pringle Corner-McMinnville
Carl Johnson

Detail of Cost

Labor:				
Supervision			$1,800.00	
Labor			22,882.23	
State Industrial Accident Insurance			873.70	
Unemployment Insurance			496.54	
Social Security			228.82	
				$26,281.29
Materials:				
Portland Cement	2,084 Bbls.	at $3.22	$6,710.48	
Concrete Aggregate (Batched and Delivered to Job)	443.28 Cu. Yd.	at $3.93½	1,743.57	
Transit Mix (Not Including Cement)	961.23 " "	" 7.50	7,209.23	
Transit Mix Haul	1,508 Yd. Mi.	" 0.15	226.15	
Crushed Gravel Backfill	105 Cu. Yd.	" 1.85	194.25	
Reinforcing Steel	108,842 Lbs.	" 0.0635	6,911.47	
Manhole Rings & Covers	11 Sets	" 23.50	258.50	
Inlet Grates & Frames	32 "	" 22.34	715.00	
6" Concrete Drain Tile	185 Lin. Ft.	at 0.35	64.75	
				24,033.40
Equipment Rental & Miscellaneous Expense:				
Equipment Rental			$3,635.75	
Gas, Oil & Grease			741.10	
Lumber			1,929.74	
Miscellaneous Supplies			3,860.95	
Bond & Insurance			343.23	
Office & General Overhead			1,587.88	
				12,098.65
Total Cost				$62,413.34

Pringle Corner-McMinnville
Leonard & Slate

Detail of Cost

Labor:

Supervision	$3,416.50	
Labor	42,956.83	
State Industrial Accident Insurance	1,059.49	
Unemployment Insurance	945.50	
Social Security	429.57	
		$48,807.89

Materials:

8" Perf. Concrete Pipe	207	Lin. Ft.	at	$0.42	$86.94	
12" Conc. Culvert Pipe	1,290	" "	"	0.73	941.70	
18" Concrete Pipe	726	" "	"	1.50	1,089.00	
24" " "	156	" "	"	2.15	335.40	
30" " "	102	" "	"	3.35	341.70	
36" " "	192	" "	"	5.25	1,008.00	
8" Sewer Pipe	1,438	" "	"	0.35	503.30	
12" " "	1,921	" "	"	0.68	1,306.28	
15" " "	678	" "	"	1.00	678.00	
18" " "	345	" "	"	1.30	448.50	
Rock Backfill	204	Cu. Yd.	"	1.85	377.40	
1" Copper Water Pipe	55	Lin. Ft.	"	0.7531	41.42	
1¼" Copper Water Pipe	130	" "	"	1.0811	140.54	
1½" " " "	43	" "	"	1.2861	55.30	
						7,353.48

Equipment Rental & Miscellaneous Supplies:

Equipment Rental, Owned	$31,309.00	
" " , Hired	2,918.88	
Hired Trucks, Not Including Drivers	8,827.02	
Gas, Oil & Grease	5,894.85	
Move In, Freight & Cartage	1,426.60	
Miscellaneous Supplies & Small Tools	2,635.92	
Explosives	286.62	
Lumber	103.04	
Field Office Expense	477.47	
P.U.C. & Licenses	307.14	
Public Liability & Property Damage	463.73	
Bond	1,000.00	
Home Office & General Overhead	3,489.06	
		59,139.33

Total Cost $115,300.70

Pringle Corner-McMinnville
O. C. Yocom and J. C. Compton

Detail of Cost

Labor:

Supervision	$5,755.00	
Labor	46,243.42	
Labor Insurance	3,266.77	$55,255.89

Materials:

3"-0" Crushed Rock at Starr Quarry Plant 40,365 Cu. Yd. at $1.10 in Bunkers	$44,401.50	
3/4"-0" Crushed Rock at Starr Quarry Plant 14,800 Cu. Yd. at $1.15 in Bunkers	17,020.00	
Class "B" Asphaltic Concrete at Compton's McMinnville Plant - 26,375.235 Ton at $4.10	108,138.46	
RC-3 Road Oil at Willbridge 102.97 Ton at $17.50	1,666.74	
Quarry Run Rock F.O.B. Truck at Starr Quarry 984 Cu. Yd. at $0.30	295.20	171,521.90

Equipment Rental & Miscellaneous Expense:

Equipment Rental	$33,141.00	
Hired Trucks	4,277.18	
Gas, Oil & Grease	16,811.07	
Move In, Freight & Cartage	465.17	
P.U.C.	3,484.57	
Miscellaneous Supplies & Small Tools	1,701.56	
Public Liability and Property Damage	677.94	
Bond	2,500.00	
Home Office and General Overhead	9,110.18	72,168.67

Payments to Farnham Electric Co.:

Lighting Standards in Place	13 Each at $179.00	$2,327.00	
3/4" Conduit	429.4 Lin. Ft. at $0.30	128.82	
1" "	989.5 " " " 0.41	405.70	
1¼" "	1,243.2 " " " 0.55	683.76	
1½" "	56.1 " " " 0.61	34.22	
2" "	80 " " " 0.72	57.60	
Wiring		1,038.50	
Luminaires		357.50	5,033.10

Total Cost $303,979.56

Pringle Corner-McMinnville

Remarks:

This contract required the construction of 5.02 miles of grading, rock surfacing and asphaltic concrete paving on the Salmon River and Pacific West highways. The project was bid on August 26th, 1947, awarded on September 4th, work was begun on September 8th, 1947, and the contract was completed September 29th, 1948.

Box culverts and the other concrete items were subbed to Carl Johnson who used transit mix material for about 70% of the work and mixed the remainder on the job. Although the construction of the box culverts was carried on through the winter months, he made a very fair profit due to good progress and good bid prices.

Leonard & Slate had the clearing, grading and pipe work. The general excavation, which was all common material, was moved with from three to six tournapulls and two D-8's and 15-yard scraper outfits. The work outside of the city was easily and quickly accomplished, but the scratch grading inside the town was slow and expensive which increased the average grading cost. The material from the specified borrow pits was handled with the same equipment as the general excavation until the pits became too wet for satisfactory fill material. Price agreements were then made for suitable rock borrow which was secured from two sources. One of these was situated one mile from the south end of the project and the other was three miles from the north end. The south end pit required drilling and shooting but the rock from the Muhs quarry on the north end was dug without shooting. A 3/4-yard shovel loaded the material and the hauling was done mainly with hired trucks. The borrow items were profitable to the contractor. The two small concrete bridges were removed by blasting by one man in one day. The Cozine bridge was wrecked by a 3/4-yard shovel equipped with a heavy ball hammer and steel was cut by torches. Five days' work was required in disposing of this bridge. The bridge wreckage was placed in the fills. A very good profit accrued to the contractor on these two removal items. Most of the clearing work was roadside clearing including large shade trees of which those inside the city were costly to remove. Some of the clearing work was done by the grading crew during wet spring weather and costs were high for this item.

Crushed rock for surfacing was secured from O. C. Yocom's Starr quarry commercial plant and hauled 8 miles to stockpiles situated along the new grade. The rock was hauled with seven of O. C. Yocom's 8-yard trucks. J. C. Compton reloaded and hauled the rock and did the placing. This reloading and hauling added too much cost to the work to permit a profit on the surfacing items.

Asphaltic concrete was secured from the J. C. Compton 3,000-lb. batch commercial plant situated adjacent to the work and one mile south of the north end of the project. The plant operated 342 hours of overall time and the mix was placed at an average of 77 tons per hour. Delay time amounted to only 15 hours of overall time. Hauling was done with Compton's trucks and the material was placed with a Barber-Greene paver. The material was hauled an average of 2 miles and placed at a cost of $1.16 per ton, and this item shows a fair profit.

The work on this contract was well supervised, equipment was good and completion was well within the time limit. The profit was not large for the work involved and could have been improved by better coordination on the rock surfacing work.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

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MAR 2 1949
FOR FILING

7300-[illegible]

[illegible]

2939

March 1, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate, Oreg.Ltd., O. C. Yocom Co. and J. C. Compton Co. on contract No. 2939, covering grading and paving on the Pringle Corner-McMinnville Section of the Salmon River and Pacific West Highways in Yamhill County. This payment, in the amount of $12,201.95, will be made on or after March 11, 1949. The retained percentage is $15,301.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD
3-1-49 [illegible]

Form E-1—5M—11-48

7-30 (5)
7132 (9)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 19, 1949

Section Pringle Corner-McMinnville
Kind of work Grading and Paving
Highway Salmon River and Pacific West
Section prefix 36 - 1114
Contractor Leonard & Slate, O.C.Yocum, J.C.Compton
Contract number 2939
Date of contract Sept. 4, 1947
Date of completion Sept. 29, 1948
Date work started Sept. 8, 1947
Estimated date of completion Sept. 29, 1948
Amount of contract $482,917.30
Per cent of time elapsed 100 %
Estimated cost of completed project, exclusive of engineering $513,640.08
Per cent of contract completed, based on total contract price . . . . 106.4 %
Engineering cost to date $36,360.97, 7.5 %
Date project was completed Sept. 29, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Three men worked all week on the semi-final estimate for this job. It was turned in to the Division Office on Friday, February 18, 1949.

The 1" - 100' map has not been completed and is still in this office.

Three men from this office have been working for B. O. Johnson all week.

Signed James E Dolton
Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.02	5.02			5.02
Miles partially completed					
Miles completed	5.02	5.02			5.02
Total estimated quantities	181,000	55,000			25,000 Tons
Estimated quantities moved or placed to date	152,233.2	54,325			26,375 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	Showers		
Wednesday	Rain,Wind		
Thursday	Rain		
Friday	Rain		
Saturday	Cloudy		

RECEIVED
FEB 21 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 5 - 1949
FOR FILING

7300 (5) - 7122 (1)

2939

January 4, 1949

Rollin E. Wood
Attorney at Law
410 Third Street
McMinnville, Oregon

Dear Sir:

We were in error in our letter of December 30 in stating that the highway west of McMinnville was completed on September 27. This should have been September 29. The resolution signed by the county and Highway Commission also gives this date as September 29.

An agreement between the Highway Commission and county dated December 27, 1946 provides for the abandonment of the old highway and it to become a county road on the date the new highway is completed and opened.

We hope this will answer your question in regard to this highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/gd

ROLLIN B. WOOD
ATTORNEY-AT-LAW
410 THIRD STREET
McMINNVILLE, OREGON

December 30, 1948

Mr. L. H. Warfield
Staff Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Warfield:

Thank you for your letter of December 29 and for the information regarding the status of the old section of Highway No. 18 out of McMinnville.

It is not clear to me from the information which you gave just what the status of the old section of highway No. 18 was during the period of September 27 through November 4.

My specific question is whether the old section of this highway during that period was or was not a through highway and whether the moving of stop signs at the intersection of the old section to the new section removed from the old section its status as a through highway.

Any information you can give me regarding this matter will be greatly appreciated.

Very truly yours

Rollin B. Wood

Rollin B. Wood

RBW/pl

Res. - recites that sections completed
Sept. 29, 1948 ——

agmt between Comm & City dated
12/27/46 provides for abandonment
of old & to become City road
when new route "is completed &
made available for travel--"

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DEC 30 1948
FOR FILING

December 29, 1948

Rollin E. Wood
Attorney at Law
410 Third Street
McMinnville, Oregon

Dear Sir:

We will attempt to answer your questions of December 27 in the order in which they are listed.

1. The Highway west of McMinnville was completed, accepted and the barricades removed on September 27 of this year. This section was used at times temporarily before the final acceptance.

2. There is an agreement between the Highway Commission and the county whereby the county takes over the old section of this highway after completion of the new section. This agreement was not signed by the Highway Commission until their meeting November 4 of this year.

3. No signs on the old section of the highway were removed by our department. However, there were some changes made at the intersections. The signs were put up on the new section and the changes on the intersection made between September 9 and September 22 of this year.

4. The old section of the highway is now a county road and under the jurisdiction of the county.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/gd

ROLLIN B. WOOD
ATTORNEY-AT-LAW
410 THIRD STREET
McMINNVILLE, OREGON

December 27, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

Can your office furnish the following information: regarding Highway No. 18 preceding west out of McMinnville towards Sheridan:

Pringle Corner
McMinnville
2439
450-518
9-27-48

1. Upon what day the new section of Highway No. 18, recently constructed, was officially opened for general use by the public?

[illegible]
Nov 4 48

2. What was the statis of the old section of Highway No. 18 leaving McMinnville toward Sheridan when the new section was opened for use by the public? Whether or not the old section of this highway continued to be a through highway? What action is necessary or was taken to discontinue the section as a through highway?

[illegible]
9-9-48
[illegible]

3. Upon what day the highway signs and stop signs were removed from the old section of Highway No. 18?

4. What is the official statis of the old section of Highway No. 18 at the present time?

If your office can not furnish any of this information, perhaps you can tell me were it may be obtained. Thank you for your cooperation in this matter.

Very truly yours

Rollin B. Wood
Rollin B. Wood

RBW/pl

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DEC 28 1948
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

Salem, Oregon
November 9, 1948

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

The Highway Commission has approved payment to Yamhill County for one-half the amount the county expended for repairs to a county road damaged by the state's contractor hauling quarry materials for the McMinnville-Pringle Corner Section.

The county submitted a claim in the amount of $4,839; the state will reimburse for $2,419.50. Please prepare and submit, for approval, a state force work order on contract projects to cover the payment.

W. C. Williams
Assistant State Highway Engineer

cc Mr. S. H. Probert
Mr. Forrest Cooper

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F-300(5) and
F-122(7)
#2939

October 26, 1948

Oregon State Highway Commission

Gentlemen:

During construction of the McMinnville-Pringle Corner Section of the Pacific Highway West and Salmon River Highway, it was necessary to haul rock from the designated quarry site over an approximate two-mile section of Yamhill County road. This section of county road was oiled to a standard that was adequately carrying ordinary traffic.

A large amount of rock hauled over the road by the State's contractor caused the surface of the road to fail to the extent that it was necessary to patch out and reoil the entire section. This work was done by Yamhill County at a cost of $4,840.

The County has requested that the State cooperate by absorbing 50 per cent of the cost of the repairs, which they feel were made necessary entirely by the hauling of rock for state usage.

If we had not permitted the contractor to haul over this section of road, the hauling distance would have been much greater, and, therefore, the cost to the State for the needed rock would have been much higher.

I recommend that the State reimburse the County in the amount of one-half the cost of repairing the road, or a total cost to the State of $2,420.00. Funds for this payment would be a portion of the project authorization.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams

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F-122(7) + F-300(5)
2939

Agenda Item 5-f
November 3, 4, and 5, 1948

November 9, 1948

County Court of Yamhill County
Courthouse
McMinnville, Oregon

Gentlemen:

The State Highway Commission at its meeting last week had under consideration your request that the state assume payment of one-half the expense of repairing damage caused by the state's contractor in hauling materials from Muhs Quarry in connection with the construction of the McMinnville-Pringle Corner Project on the Salmon River Highway.

The Commission was advised that the expense totaled the sum of $4,840 and that you are asking the State Highway Department to pay one-half of this amount, or $2,420. I am pleased to inform you that the Commission unanimously approved reimbursement to Yamhill County in such amount. The necessary papers effecting the reimbursement are now being prepared.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HSO:ee

cc - Mr. W. C. Williams

FORM E-30 10M 6-48 22439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

36-1114

Salem, Oregon
October 22, 1948

SUBJECT:

To: Mr. W. C. Williams,
Assistant State Highway Engineer.

C. WILLIA

Dear Sir:

With respect to the claim presented by the Yamhill County Court in the amount of $4,839.00 for repairs of damage caused by the State contractor in hauling materials from the Muhs quarry to the McMinnville-Pringle Corner project, I wish to comment as follows.

Yamhill County registered a complaint of damage being caused by this hauling operation shortly after the work got under way and threatened to stop all hauling on this county road. As it was very important and essential that this work be not delayed, which would prevent the contract completion within the summer season and the time limit provided, Mr. Armstrong and myself both advised with the County Court pointing out the fact that this was a public road and should not be closed to the necessary hauling operations, that if upon the completion of this hauling work undue damage was caused, they should then make a claim to the Highway Commission for repairs or compensation for repairs.

It is a fact that considerable damage did result from this hauling, which has caused the County to do considerable repair work and, I understand, a reoiling of the job to the total amount of the claim submitted. Undoubtedly the repairs and resurface does put the road in a better shape then existed previously and if the State can settle this claim on the basis of assuming a proportion of this repair cost, I believe it would be a just arrangement for all concerned.

Yours very truly,

F. D. Eason

F. D. EASON,
Division Engineer.

FDE:AM

COST OF BUILDING WESTERN AVENUE ROAD
Market Road #27

C. WILLIAM

ROAD OIL	$2,664.26
ROCK	$ 483.00
TRUCKS	$ 438.00
UTILITY CREWS	$ 405.20
OILER	$ 380.00
ROLLER	$ 150.00
FREIGHT ON ROAD OIL	$ 285.29
PATROL	$ 33.78
Total	$4839. 53

Grand Total —— $4,839.53

RECEIVED
OCT 22 1948
FOR FILING

4300
[illegible] (4)
2939

October 21,1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Leonard & Slate, Oreg.Ltd., O. C. Yocom Co. and J. C. Compton Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2939 covering the Pringle Corner-McMinnville Section of the Salmon River and Pacific West Highway, in Yamhill County. This payment, which is in the amount of $64,216.40, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,875.90. The present payment to the contractor will be made on or after November 1, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Glens Falls Indemnity Co.
Glens Falls, N. Y.

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD
10-21-48, gl

RECEIVED
OCT 4 1948
FOR FILING

F300 (5) -F-122 (7)

2939

September 30, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 29, 1948 on Contract No. 2939, Pringle Corner-McMinnville Section in connection with Federal Aid Project No. F-300 (5), and F-122 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong
[illegible]

RECEIVED
AUG 19 1948
FOR FILING

F300 -F122-(7)

2939

August 18, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5, covering the digging out and backfilling soft spots in subgrade on the Pringle Corner-McMinnville Section of the Salmon River and Pacific West Highways in Yamhill County, Contract No. 2939, in connection with Federal Aid Project F-300 (5), F-122 (7).

This work is necessary to stabilize the grade where soft spots have developed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
JUL 30 1948
FOR FILING

F300 (5) + F122 (7)

2939

July 29, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter concerning the necessity for providing quarry rock borrow on the Pringle Corner-McMinnville Section, Oregon Federal Aid Projects F-300(5) and F-122(7).

No special tests were made to determine the moisture content of these borrow pits as we had never encountered such conditions before. One of the pits particularly is on a steep sidehill, and never in our experience had we encountered material in such a location which practically amounted to quicksilver. Possibly our experience between Portland and North Plains on the Sunset Highway should have led us to suspect all material, but we have operated for many years in the McMinnville area and it occurred to no one that such material would be encountered.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

July 20, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's letter of July 13, 1948 enclosing copies of Price Agreement No. 4 covering the providing of quarry rock borrow on the Pringle Corner - McMinnville Section, Oregon Federal Aid Projects F-300(5) and F-122(7).

The Special Provisions, Page 14, for these projects states "that materials of suitable quality for use in roadbed construction are obtainable from special borrow areas as follows" and these specify the Townsend Borrow Area, the McPhillips Borrow Area and the Cozine Creek Borrow Area all without reservations.

Since the special price agreement increases the cost of 10,000 cu. yds. from fourty cents to one dollar forty five cents for material from a specified source, further justification is necessary. What tests were made prior to award of contract to determine the suitability of the materials in these borrow areas? Is the use of the two feet of reinforcement dictated by the character of the material being different from what was anticipated, or does it reflect a change in design since award of contract? If drilling and shooting is necessary to obtain material from a designated area is not the cost thereof included in the bid price for special borrow?

The eligibility of the extra cost for Federal participation is questionable and before acting on this price agreement we would appreciate a full explanation.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
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OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

F 2

E 1 2 3 (7)

MARSH & MARSH
ATTORNEYS-AT-LAW
McMINNVILLE, OREGON

EUGENE E. MARSH
FRANCIS E. MARSH
W. [illegible]SHNEY

2927

May 27, 1948

NOTED
W. C. WILLIAMS

Mr. J. M. Devers, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Devers:

In re: Pringle Corner - McMinnville Section
Salmon River Highway and Pacific
Highway West, Yamhill County

Mr. David E. Farmer and Mr. Richard L. Coburn of McMinnville, Oregon, have requested our services with reference to a problem which has arisen in connection with the above project, and particularly with reference to a situation which will exist at or near Engineer's Station 600 on the proposed highway change.

On or about March 20, 1947, when your representative, Mr. Witt, obtained an option from Mr. Farmer and Mr. Coburn to purchase additional right of way near this location, Mr. Witt represented to them that there would be a cloverleaf constructed at the intersection of the Salmon River Highway and Pacific Highway 99W, so that the traveling public would have ready access to a service station and barbecue owned by these gentlemen on the south side of the highway and the southeast corner of the intersection.

Because of the representations made by Mr. Witt, Mr. Farmer and Mr. Coburn were of the opinion that their businesses would not be interferred with by the highway change and they sold a tract of land for the nominal price of $326.70.

Since that time a change has been made in the plan at this intersection whereby the cloverleaf idea has been abandoned and a system of islands established. One of these islands extends almost entirely in front of the business property of Mr. Farmer

RECEIVED
MAY 28 1948
OREGON
STATE HIGHWAY COMMISSION

MARSH & MARSH
ATTORNEYS-AT-LAW
McMINNVILLE, OREGON

and Mr. Coburn and will prevent traffic traveling west and south of access to their businesses.

This situation could be alleviated if the island would be shortened approximately 40 feet, or if a slot or opening could be placed in the island approximately 100 feet east of its termini.

It seems to us that in fairness to Mr. Farmer and Mr. Coburn that such a change should be made in view of the fact that their settlement with the Oregon State Highway Commission was based upon representations made by Mr. Witt. If they had known at that time that the cloverleaf would have been abandoned and the island installed instead, they would have never settled their damage claim for $328.70. In our opinion it amounts to misrepresentation.

Over 50 per cent of the business of these gentlemen is obtained from people residing in McMinnville, who will have no ready access to the service station or barbecue on account of this island and their businesses will be materially damaged by the construction of this new highway.

We would be pleased to discuss this with you at any time or with any engineer or the Highway Commission. It does not seem fair to us that the Highway Commission should obtain right of way property based upon one plan, which is later abandoned to the damage of any particular property owner.

Very truly yours,

MARSH & MARSH

By Eugene E. Marsh
Eugene E. Marsh

EEM:omg

FORM E-126 10M 11-47

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FEB 10 [illegible]
FOR FILING

F-122(7)

Jan. 22, 1948

Mr. R. H. Baldock
State Highway Engineer
Office

14169
NOTED
State Highway Engineer

Dear Mr. Baldock:

We are today in receipt of a copy of an Ordinance of the City of McMinnville, being No. 2311, wherein and whereby the City vacates that portion of Blain Street from its intersection with the Oregon State Highway No. 99W southerly for a distance of 75 feet, being shown on our plats in connection with Project F-122(7), Pringle Corner-McMinnville Section, Pacific Highway West.

Yours very truly,

J. M. DEVERS

By G W Neuner
G. W. NEUNER
Assistant Counsel

GWN:FRC

cc- Mr. W. C. Williams
Mr. H. G. Smith
Mr. F. D. Eason

RECEIVED
DEC 11 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREG.

F-122(7)

December 10, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-122(7)
Salmon River Hwy. Junction-
McMinnville Section of the
Pacific Highway West.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 11 1947
OREGON
STATE HIGHWAY COMMISSION

rm PR 2 (Revised 1946)

WA8pr 7362

State Oregon

Project No. F-122(7)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of November, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of April, 1946, a project statement, which was approved on the 13th day of June, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of August, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirteen thousand and 00/100 dollars ($113,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 598+55 in the NW 1/4, Section 29, T. 4 S., R. 4 W., W.M., and survey station 49+50 on Baker Street, McMinnville, approximately 205' northerly from the north line of Cowls Street, without exception.

, length 0.969 miles, in Yamhill County,

being Oregon Federal Aid project No. F-122(7), consisting of 0.965 miles of

roadway and one bridge~~s, each~~ of more than 20 feet clear span, 0.004 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirteen thousand and 00/100 dollars ($113,000.00), which does not exceed the authorized Federal pro rata share of one hundred eighty-seven thousand, nine hundred ninety-three and 30/100 dollars ($187,993.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp.
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

APPROVED:
Assistant State Highway Engineer

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED
NOV 10 1947
FOR FILING

F-11-(7)

Salem, Oregon
November 7, 1947

Mr. N. G. Smith:

I hand you herewith three copies of agreement with the City of McMinnville covering construction of the Pringle Corner-McMinnville Section of the Salmon River Highway.

One fully executed copy of the agreement has been forwarded to the City of McMinnville and the original has been retained by Mr. Glaisyer for the Commission's files.

W. C. Williams

bb
cc: S. H. Probert
F. B. Crandall
Oscar Cutler

FORM E-80 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1947

SUBJECT:

To: Mr. R. H. Baldock

Building

I hand you herewith, for further handling, two copies of agreement with the City of McMinnville covering construction of the Pringle Corner-McMinnville Section of the Salmon River Highway.

The original copy of the above agreement has been retained by me for the Commission's records and files, and one fully executed copy was mailed to the City of McMinnville on October 23, 1947.

Very truly yours

Secretary

gl
encls. 2

RECEIVED
NOV 20 1947
FOR FILING

F-122(7)

Salem, Oregon
October 24, 1947

Mr. R. H. Baldock

Building

I hand you herewith, for further handling, two copies of agreement with the City of McMinnville covering construction of the Pringle Corner-McMinnville Section of the Salmon River Highway.

The original copy of the above agreement has been retained by me for the Commission's records and files, and one fully executed copy was mailed to the City of McMinnville on October 23, 1947.

Very truly yours

Secretary

gl
encls. 2

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SEP 9 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

AGENDA
OCT 1 1947

F-122(7)

Salem, Oregon
September 3, 1947

SUBJECT:

McMinn[illegible]

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

With respect to the contract for work in McMinnville, the awarding of which has been withheld pending the completion of a record by the City Council of McMinnville, I desire to report that I have been in conference with the City Attorney and with Mr. Yocom and believe now that the contract may be awarded. The action taken by the City, I think, is adequate. If it is not, the City Attorney and I have agreed to work out the unfinished items.

In my opinion there is nothing serious enough to warrant withholding the award of the contract.

Yours very truly,
J. M. Devers a.w.
J. M. DEVERS

JMD:AW

[illegible] to Ward [illegible] 10/2/47

A

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
AUG 25 1947

Salem, Oregon
August 19, 1947

SUBJECT:

To: Mr. R. H. Baldock,

Office.

Dear Mr. Baldock:

I am sending along with this letter five copies of the proposed agreement between the Highway Commission and the City of McMinnville. This form of agreement has been signed or executed on behalf of the City and is now ready for the signatures of the commissioners.

The form of agreement could be improved in some respects, but since it conforms generally to a standard draft prepared in this office some time ago we have passed it.

It think it would be well where changes are made in that form that we be given an opportunity to examine the changes before the instrument is signed by either of the parties. I don't mean by this comment anything critical. I am just trying to be helpful and get all our stuff in the best shape possible.

We call attention to page 3 where there is a blank as to the approximate cost. We call attention also to the fact that this form of agreement obligates the State to construct the sidewalks and curbs. We are not advised whether or not the Commission has approved that item. This obligation you will find in paragraph 3 on page 2.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:PW

Jerry has 3 extra copies
2

A 5+C

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NOV 20 1947
FOR FILING

F-122(7)

7-1

October 23, 1947

Mr. Eugene E. Marsh
City Attorney
McMinnville, Oregon

Dear Mr. Marsh:

I enclose for the city's records and files a fully-executed copy of an agreement between the State Highway Commission and the City of McMinnville entered into in connection with the construction by the State Highway Commission of the Pringle Corner-McMinnville Section of the Salmon River Highway and Pacific Highway West, in Yamhill County.

Will you please return to me the copy of this agreement which Mr. Witt, of the State Highway Department's Right of Way staff, left with you a few days ago, as we need that copy for our records and files.

returned

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee
Enc.

cc - Hon. R. H. Windishar, Mayor
McMinnville
Oregon

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OCT 17 1947
FOR FILING

F-1-2 (1)

iw

Salem, Oregon
October 16, 1947

Memorandum to the State Highway Commission

Attached for your approval are two copies of an agreement with the City of McMinnville which provides for certain specific things to be done by the City and the State in connection with the construction of the Pringle-Gerner-McMinnville Section of the Salmon River Highway.

The contract for this project was awarded to Leonard & Slate, O. C. Yocom and J. C. Compton, contract 2939, on September 4, 1947, after Mr. Devers had given his verbal statement that the city had taken adequate action to fulfill the terms of the agreement.

[illegible]
Enc.
cc: Query

Secretary

RECEIVED
OCT 15 1947
FOR FILING

F-122(7)

October 10, 1947

J. C. Compton Co.
Post Office Box 86
McMinnville, Oregon

Gentlemen:

We are returning to you your certified check No. 5657 written on The First National Bank of McMinnville, Oregon in the amount of $26,000 which accompanied your bid submitted on August 26, 1947.

This was the bid which you submitted in conjunction with Leonard & Slate Oreg. Ltd., and O. C. Yocom Co., for grad- and paving on the Pringle Corner-McMinnville Section of the Salmon River and Pacific West Highways, in Yamhill County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.
Registered Mail

RECEIVED
OCT 10 1947
FOR FILING
F-30065)
F-122(7)

October 9, 1947

Leonard & Slate, Oreg. Ltd.,
O. C. Yocom Co. and
J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2939 which was awarded to you on September 4, 1947, by the State Highway Commission, covering the Pringle Corner-McMinnville Section of the Salmon River and Pacific West Highway, in Yamhill County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
F-122(7)
F300(5)

October 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Pringle Corner-Pacific Highway Junction Section, Project No. F-300 (5).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department — Federal Aid Project No. F-306 (5)

PRINGLE CORNER-PACIFIC HIGHWAY JUNCTION SECTION OF THE SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 1, 1947

(Sta. 383+22 to 587+14.65)(24' Asphalt Pavement)

All Required		Clearing and Grubbing (75%)		$ 5,625.00
1,200	sq. yds.	Removal of Pavement	$ 0.35	420.00
All Required		Removal of Two Small Bridges		1,000.00
430	cu. yds.	Structural Excavation, Unclassified	3.00	1,290.00
120	cu. yds.	Trench Excavation, Unclassified	2.00	240.00
56,000	cu. yds.	Special Borrow Excavation, Unclassified	0.40	22,400.00
57,850	cu. yds.	General Excavation, Unclassified	0.30	17,355.00
44,300	yd. stas.	Short Overhaul	0.02	886.00
270	C-yd. stns.	Long Overhaul	0.50	135.00
All Required		Finishing Roadbed, Slopes and Graded Areas (75%)		3,750.00
1,500	lin. ft.	Rounding Cutbanks	0.15	225.00
40	lin. ft.	8" Sewer Pipe	1.00	40.00
1,000	lin. ft.	12" Concrete Pipe	1.50	1,500.00
500	lin. ft.	18" Concrete Pipe	2.75	1,375.00
90	lin. ft.	24" Concrete Pipe	4.00	360.00
110	lin. ft.	30" Concrete Pipe	5.50	605.00
60	lin. ft.	36" Concrete Pipe	7.00	420.00
410	lin. ft.	Salvaging Culvert Pipe	2.50	1,025.00
2	only	Concrete Catch Basins	50.00	100.00
320	cu. yds.	Class "A" Concrete in Box Culverts	50.00	16,000.00
50,000	lbs.	Metal Reinforcement	0.10	5,000.00
35,200	cu. yds.	3" - 0" Material in Base	2.35	82,720.00
10,200	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.85	29,070.00
880	M-gals.	Sprinkling	2.00	1,760.00
400	cu. yds.	3/4" - 0" Material in Binder Course	4.50	1,800.00
15,300	tons	Class "B" Asphaltic Concrete	5.60	85,680.00
66	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	2,310.00
			Subtotal	$283,091.00
			10% Engr. & Cont.	28,309.10
			Total	$311,400.10

Length of Roadway 3.834 miles
Cost per Mile $81,220.68

(Sta. 587+14.65 to 598+35)(40' Asphalt Pavement)

All Required		Clearing and Grubbing (5%)		$ 375.00
10	cu. yds.	Structural Excavation, Unclassified	$3.00	30.00
3,000	cu. yds.	General Excavation, Unclassified	0.30	900.00
All Required		Finishing Roadbed, Slopes and Graded Areas (5%)		250.00
180	cu. yds.	Furnishing and Placing Topsoil	2.50	450.00
100	lin. ft.	18" Concrete Pipe	2.75	275.00
60	lin. ft.	1" Copper Water Pipe	1.50	90.00
70	lin. ft.	1¾" Copper Water Pipe	1.75	122.50
40	cu. yds.	Concrete Curbs	40.00	1,600.00
4	cu. yds.	Concrete Traffic Island	40.00	160.00
All Required		Constructing Recesses for Traffic Control Markers (2%)		27.50
2,000	cu. yds.	3" - 0" Material in Base	2.35	4,700.00
800	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.85	2,280.00
60	M-gals.	Sprinkling	2.00	120.00
70	cu. yds.	3/4" - 0" Material in Binder Course	4.50	315.00
2,000	tons	Class "B" Asphaltic Concrete	5.60	11,200.00
14	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	490.00
			Subtotal	$ 23,385.00
			10% Engr. & Cont.	2,338.50
			Total	$ 25,723.50

Length of Roadway 0.212 mile
Cost per mile $121,337.26

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
24' Asphalt Pavement	$311,400.10	$184,739.00	$126,661.10
40' Asphalt Pavement	25,723.50	15,261.00	10,462.50
	$337,123.60	$200,000.00	$137,123.60

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. F-300 (5)

PRINGLE CORNER-PACIFIC HIGHWAY JUNCTION SECTION OF THE SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

/ 587+14.65

Salem, Oregon, August 6, 1947

(Sta. 383+22 to ~~589+~~~~00~~ +35) (24 Asphalt Pavement)

All Required		Clearing and Grubbing (75%)		$ 3,750.00
1,200	sq. yds.	Removal of Pavement	$ 0.50	600.00
All Required		Removal of Two Small Bridges		2,000.00
430	cu. yds.	Structural Excavation, Unclassified	3.00	1,290.00
120	cu. yds.	Trench Excavation, Unclassified	3.00	360.00
56,000	cu. yds.	Special Borrow Excavation, Unclassified	0.50	28,000.00
57,850	cu. yds.	General Excavation, Unclassified	0.35	20,247.50
44,300	yd. sta.	Short Overhaul	0.02	886.00
270	C-yd.sta.	Long Overhaul	0.50	135.00
All Required		Finishing Roadbeds, Slopes and Graded Areas (75%)		6,000.00
1,500	lin. ft.	Rounding Cutbanks	0.15	225.00
40	lin. ft.	8" Sewer Pipe	1.00	40.00
1,000	lin. ft.	12" Concrete Pipe	2.00	2,000.00
500	lin. ft.	18" Concrete Pipe	3.00	1,500.00
90	lin. ft.	24" Concrete Pipe	4.50	405.00
110	lin. ft.	30" Concrete Pipe	6.00	660.00
60	lin. ft.	36" Concrete Pipe	8.00	480.00
410	lin. ft.	Salvaging Culvert Pipe	1.50	615.00
2	only	Concrete Catch Basins	45.00	90.00
320	cu. yds.	Class "A" Concrete in Box Culverts	50.00	16,000.00
50,000	lbs.	Metal Reinforcement	0.10	5,000.00
35,200	cu. yds.	3" - 0" Material in Base	2.25	79,200.00
10,200	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	28,050.00
880	M-gals.	Sprinkling	2.50	2,200.00
400	cu. yds.	3/4" - 0" Material in Binder Course	4.00	1,600.00
15,300	tons	Class "B" Asphaltic Concrete	6.25	95,625.00
66	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,640.00
80	tons	Furnishing and Placing RT-4 Tar in Binder Course	35.00	(Alternate)
		Subtotal		$299,598.50
		10% Engr. & Cont.		29,959.85
		Total		$329,558.35

Length of Roadway 3.870 miles
Cost per mile $85,157.19

587+14.65 35

(Sta. 589+00 to 598+~~[illegible]~~) (40' Asphalt Pavement)

All Required		Clearing and Grubbing (05%)		$ 250.00
10	cu. yds.	Structural Excavation, Unclassified	$ 3.00	30.00
3,000	cu. yds.	General Excavation, Unclassified	0.35	1,050.00
All Required		Finishing Roadbed, Slopes and Graded Areas (05%)		400.00
180	cu. yds.	Furnishing and Placing Topsoil	2.00	360.00
100	lin. ft.	18" Concrete Pipe	3.00	300.00
60	lin. ft.	1" Copper Water Pipe	0.75	45.00
70	lin. ft.	1¼" Copper Water Pipe	1.00	70.00
40	cu. yds.	Concrete Curbs	40.00	1,600.00
4	cu. yds.	Concrete Traffic Islands	40.00	160.00
All Required		Constructing Recesses for Traffic Control Markers (25%)		50.00
2,000	cu. yds.	3" - 0" Material in Base	2.25	4,500.00
800	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	2,200.00
60	M-gals.	Sprinkling	2.50	150.00
70	cu. yds.	3/4" - 0" Material in Binder Course	4.00	280.00
2,000	tons	Class "B" Asphaltic Concrete	6.25	12,500.00
14	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00	560.00
18	tons	Furnishing and Placing RT-4 Tar in Binder Course	35.00	(Alternate)
			Subtotal	$ 24,505.00
			10% Engr. & Cont.	2,450.50
			Total	$ 26,955.50

Length of Roadway 0.177 mile
Cost per mile $152,290.96

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
24' Asphalt Pavement	$329,558.35	$184,878.00	$144,680.35
40' Asphalt Pavement	26,955.50	15,122.00	11,833.00
	$356,513.85	$200,000.00	$156,513.85

SUMMARY OF FEDERAL AID WORK

PROJECT NO. F-122 (7)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Sta. to Sta.	Former	Present
A	625	~~7201~~ 6201	42	598+37 to 606+70	0.169	0.158
A	625	6201	44	606+70 to 624+05	0.328	0.328
A	625	6201	44	624+05 to 639+27	0.288	0.288
-	-	6201	44	639+27 to 649+50	-	0.191

SUMMARY OF FEDERAL AID WORK

PROJECT NO. F-122 (7)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Sta. to Sta.	Former	Present
A	625	7201	42	598+37 to 606+70	0.169	0.158
A	625	6201	44	606+70 to 624+05	0.328	0.328
A	625	6201	44	624+05 to 639+27	0.288	0.288
-	-	6201	44	639+27 to 649+50	-	0.191

SUMMARY OF FEDERAL AID WORK

PROJECT NO. F-122 (7)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Sta. to Sta.	Former	Present
A	625	7201	42	598+37 to 606+70	0.169	0.158
A	625	6201	44	606+70 to 624+05	0.328	0.328
A	625	6201	44	624+05 to 639+27	0.288	0.288
-	-	6201	44	639+27 to 649+50	-	0.191

August 19, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover twelve copies each of revised special provision pages 36 to 42 inclusive and the letter sent to prospective bidders for the Pringle Corner-McMinnville Section, Project Nos. F-300 (5) and F-122 (7).

The papers cover changes in the specifications for the items of "Rock Base", "Rock Shoulders" and "Bituminous Binder Course."

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:EM

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

August 8, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-300(5), Pringle Corner - Pacific Highway Junction Section of the Salmon River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

It is noted that the summary sheet and the estimate does not agree as to the station of the end of the 24' pavement. Please make the necessary changes when submitting the project agreement estimate. Also, the Station of the beginning of the project, 383+22 has been corrected on the estimate and the summary sheet and the end of the project, Sta. 595 +35 on the estimate.

Plans [illegible]
not corrected
[illegible]

Very truly yours,

T. M. DAVIS
District Engineer

By H A Stoddart
H. A. STODDART
Senior Highway Engineer

RECEIVED
AUG 1[illegible] 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
F-122(7)

October 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Salmon River Highway Junction-McMinnville Section, Project No. F-122 (7).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department Federal Aid Project No. F-122 (7)

SALMON RIVER HIGHWAY JUNCTION-McMINNVILLE SECTION OF THE PACIFIC HIGHWAY WEST, IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 1, 1947

(Sta. 598+37 to 606+70)(42' Asphalt Pavement)

All Required		Clearing and Grubbing (3%)		$ 225.00
2,200	sq. yds.	Removal of Pavement	$ 0.35	770.00
200	cu. yds.	Structural Excavation, Unclassified	3.00	600.00
40	cu. yds.	General Excavation, Unclassified	0.30	12.00
200	yd. stas.	Short Overhaul	0.02	4.00
All Required		Finishing Roadbed, Slopes and Graded Areas (3%)		150.00
120	cu. yds.	Furnishing and Placing Topsoil	2.50	300.00
380	lin. ft.	12" Sewer Pipe	1.50	570.00
280	lin. ft.	18" Sewer Pipe	2.50	700.00
120	lin. ft.	Salvaging Culvert Pipe	2.50	300.00
2	only	Concrete Catch Basins	50.00	100.00
2	only	Type "B" Manholes	100.00	200.00
70	lin. ft.	1¼" Copper Water Pipe	1.75	122.50
50	lin. ft.	1½" Copper Water Pipe	2.00	100.00
100	cu. yds.	Concrete Curbs	40.00	4,000.00
10	cu. yds.	Concrete Traffic Islands	40.00	400.00
All Required		Constructing Recesses for Traffic Control Markers (2½%)		27.50
1,500	cu. yds.	3" - 0" Material in Base	2.35	3,525.00
600	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.85	1,710.00
40	M-gals.	Sprinkling	2.00	80.00
60	cu. yds.	3/4" - 0" Materials in Binder Course	4.50	270.00
1,900	tons	Class "B" Asphaltic Concrete	5.60	10,640.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	350.00
			Subtotal	$ 25,156.00
			10% Engr. & Cont.	2,515.60
			Total	$ 27,671.60

Length of Roadway 0.158 mile
Cost per mile $175,136.70

(Sta. 606+70 to 624+05)(44' Asphaltic Concrete)

All Required		Clearing and Grubbing (7%)		$ 525.00
360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,080.00
5,500	cu. yds.	Special Borrow Excavation, Unclassified	0.40	2,200.00
10	cu. yds.	General Excavation, Unclassified	0.30	3.00
67,500	yd. stas.	Short Overhaul	0.02	1,350.00
2,430	C-yd. stas.	Long Overhaul	0.50	1,215.00
All Required		Finishing Roadbed, Slopes and Graded Areas (7%)		350.00
480	lin. ft.	8" Sewer Pipe	1.00	480.00
680	lin. ft.	12" Sewer Pipe	1.50	1,020.00
240	lin. ft.	15" Sewer Pipe	1.85	444.00
70	lin. ft.	24" Concrete Pipe	4.00	280.00
40	lin. ft.	Salvaging Culvert Pipe	2.50	100.00
90	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	135.00
8	only	Concrete Catch Basins	50.00	400.00
4	only	Type "B" Manholes	100.00	400.00
130	cu. yds.	Concrete Curbs	40.00	5,200.00
800	cu. yds.	3" - 0" Material in Base	2.35	1,880.00
400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.85	1,140.00
30	M-gals.	Sprinkling	2.00	60.00
40	cu. yds.	3/4" - 0" Material in Binder Course	4.50	180.00
1,300	tons	Class "B" Asphaltic Concrete	5.60	7,280.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	350.00
			Subtotal	$ 26,072.00
			10% Engr. & Cont.	2,607.20
			Total	$ 28,679.20

Length of Roadway 0.328 mile
Cost per mile $ 87,436.58

INSIDE McMINNVILLE

(Sta. 624+05 to 649+50)(44' Asphaltic Pavement)

All Required		Clearing and Grubbing (10%)		$ 750.00
800	sq. yds.	Removal of Pavement	$ 0.35	280.00
1,200	lin. ft.	Removal of Curbs	0.30	360.00
500	sq. yds.	Removal of Walks and Driveways	0.25	125.00
2	only	Removal of Catch Basins	15.00	30.00
All Required		Removal of Cozine Creek Bridge		2,500.00
760	cu. yds.	Structural Excavation, Unclassified	3.00	2,280.00
54,500	cu. yds.	Special Borrow Excavation, Unclassified	0.40	21,800.00

3,500	cu. yds.	General Excavation, Unclassified	$0.30	$ 1,050.00
900	cu. yds.	Rock Slope Protection	2.75	2,475.00
All Required		Finishing Roadbed, Slopes and Graded Areas (10%)		500.00
200	cu. yds.	Furnishing and Placing Topsoil	2.50	500.00
440	lin. ft.	8" Sewer Pipe	1.00	440.00
640	lin. ft.	12" Sewer Pipe	1.50	960.00
760	lin. ft.	15" Sewer Pipe	1.85	1,406.00
360	lin. ft.	18" Sewer Pipe	2.50	900.00
40	lin. ft.	24" Concrete Pipe	4.00	160.00
30	lin. ft.	Salvaging Culvert Pipe	2.50	75.00
910	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	1,365.00
14	only	Concrete Catch Basins	50.00	700.00
8	only	Type "B" Manholes	100.00	800.00
190	cu. yds.	Concrete Curbs	40.00	7,600.00
120	sq. yds.	Concrete Driveways	3.50	420.00
200	sq. yds.	Concrete Walks	3.00	600.00
70	lin. ft.	Expansion Joints in Walks	0.20	14.00
136	cu. yds.	Concrete Traffic Islands	40.00	5,440.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		55.00
2,500	cu. yds.	3" - 0" Material in Base	2.35	5,875.00
1,000	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.85	2,850.00
90	M-gals.	Sprinkling	2.00	180.00
130	cu. yds.	3/4" - 0" Material in Binder Course	4.50	585.00
4,500	tons	Class "B" Asphaltic Concrete	5.60	25,200.00
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	700.00
			Subtotal	$ 88,975.00
			10% Engr. & Cont.	8,897.50
			Total	$ 97,872.50

Length of Roadway .479 mile
Cost per mile $204,326.72

Structure (Sta. 641+25.3 to 641+46.7)

240	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 720.00
600	cu. yds.	General Excavation, Unclassified	0.30	180.00
480	cu. yds.	Class "A" Concrete in Box Culverts	50.00	24,000.00
58,000	lbs.	Metal Reinforcement	0.10	5,800.00
			Subtotal	$ 30,700.00
			10% Engr. & Cont.	3,070.00
			Total	$ 33,770.00

Length .004 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Outside City			
42' Asphalt Pavement	$ 27,671.60	$ 16,633.00	$11,038.60
44' Asphalt Pavement	28,679.20	17,239.00	11,440.20
Inside City			
44' Asphalt Pavement	97,872.50	58,830.00	39,042.50
Structure	33,770.00	20,298.00	13,472.00
	$ 187,993.30	$113,000.00	$74,993.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 51, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. F-122 (7)

SALMON RIVER HIGHWAY JUNCTION-McMINNVILLE SECTION OF THE PACIFIC HIGHWAY WEST, IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 6, 1947

+35

(Sta. 598+27 to 606+70) (42' Asphalt Pavement)

All Required		Clearing and Grubbing (03%)		$ 150.00
2,200	sq. yds.	Removal of Pavement	$ 0.50	1,100.00
200	cu. yds.	Structural Excavation, Unclassified	3.00	600.00
40	cu. yds.	General Excavation, Unclassified	0.35	14.00
200	yd. sta.	Short Overhaul	0.02	4.00
All Required		Finishing Roadbed, Slopes and Graded Areas (03%)		240.00
120	cu. yds.	Furnishing and Placing Topsoil	2.00	240.00
380	lin. ft.	12" Sewer Pipe	1.50	570.00
280	lin. ft.	18" Sewer Pipe	2.50	700.00
120	lin. ft.	Salvaging Culvert Pipe	1.50	180.00
2	only	Concrete Catch Basins	45.00	90.00
2	only	Type "B" Manholes	150.00	300.00
70	lin. ft.	1¼" Copper Water Pipe	1.00	70.00
50	lin. ft.	1½" Copper Water Pipe	1.20	60.00
100	cu. yds.	Concrete Curbs	40.00	4,000.00
10	cu. yds.	Concrete Traffic Islands	40.00	400.00
All Required		Constructing Recesses for Traffic Control Markers (25%)		50.00
1,500	cu. yds.	3" - 0" Material in Base	2.25	3,375.00
600	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	1,650.00
40	M-gals.	Sprinkling	2.50	100.00
60	cu. yds.	3/4" - 0" Materials in Binder Course	4.00	240.00
1,900	tons	Class "B" Asphaltic Concrete	6.25	11,875.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	400.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	35.00	(Alternate)
		Subtotal		$ 26,408.00
		10% Engr. & Cont.		2,640.80
		Total		$ 29,048.80

Length of Roadway	0.158 mile
Cost per mile	$183,853.76

(Sta. 606+70 to 624+05) (44' Asphaltic Concrete)

All Required		Clearing and Grubbing (07%)		$ 350.00
360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,080.00
5,500	cu. yds.	Special Borrow Excavation, Unclassified	0.50	2,750.00
10	cu. yds.	General Excavation, Unclassified	0.35	3.50
67,500	yd. sta.	Short Overhaul	0.02	1,350.00
2,430	C-yd. sta.	Long Overhaul	0.50	1,215.00
All Required		Finishing Roadbed, Slopes and Graded Areas (07%)		360.00
480	lin. ft.	8" Sewer Pipe	1.00	480.00
680	lin. ft.	12" Sewer Pipe	1.50	1,020.00
240	lin. ft.	15" Sewer Pipe	2.00	480.00
70	lin. ft.	24" Concrete Pipe	4.50	315.00
40	lin. ft.	Salvaging Culvert Pipe	1.50	60.00
90	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	135.00
8	only	Concrete Catch Basins	45.00	360.00
4	only	Type "B" Manholes	150.00	600.00
130	cu. yds.	Concrete Curbs	40.00	5,200.00
800	cu. yds.	3" - 0" Material in Base	2.25	1,800.00
400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	1,100.00
30	M-gals.	Sprinkling	2.50	75.00
40	cu. yds.	3/4" - 0" Material in Binder Course	4.00	160.00
1,300	tons	Class "B" Asphaltic Concrete	6.25	8,125.00
10	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00	400.00
12	tons	Furnishing and Placing RT-4 Tar in Binder Course	35.00	(Alternate)

Subtotal	$ 27,618.50
10% Engr. & Cont.	2,761.85
Total	$ 30,380.35

Length of Roadway	0.328 mile
Cost per mile	$92,623.01

INSIDE McMINNVILLE

(Sta. 624+05 to 649+50) (44' Asphaltic Pavement)

All Required		Clearing and Grubbing (10%)		$ 500.00
800	sq. yds.	Removal of Pavement	$ 0.50	400.00
1,200	lin. ft.	Removal of Curbs	0.25	300.00
500	sq. yds.	Removal of Walks and Driveways	0.50	250.00
2	only	Removal of Catch Basins	25.00	50.00
All Required		Removal of Cozine Creek Bridge		6,000.00
760	cu. yds.	Structural Excavation, Unclassified	3.00	2,280.00
54,500	cu. yds.	Special Borrow Excavation, Unclassified	0.50	27,250.00

3,500	cu. yds.	General Excavation, Unclassified	$ 0.35	$ 1,225.00
900	cu. yds.	Rock Slope Protection	4.00	3,600.00
All Required		Finishing Roadbed, Slopes and Graded Areas (10%)		800.00
200	cu. yds.	Furnishing and Placing Topsoil	2.00	400.00
440	lin. ft.	8" Sewer Pipe	1.00	440.00
640	lin. ft.	12" Sewer Pipe	1.50	960.00
760	lin. ft.	15" Sewer Pipe	2.00	1,520.00
360	lin. ft.	18" Sewer Pipe	2.50	900.00
40	lin. ft.	24" Concrete Pipe	4.50	180.00
30	lin. ft.	Salvaging Culvert Pipe	1.50	45.00
910	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	1,365.00
14	only	Concrete Catch Basins	45.00	630.00
8	only	Type "B" Manholes	150.00	1,200.00
190	cu. yds.	Concrete Curbs	40.00	7,600.00
120	sq. yds.	Concrete Driveways	3.00	360.00
200	sq. yds.	Concrete Walks	2.50	500.00
70	lin. ft.	Expansion Joints in Walks	0.20	14.00
136	cu. yds.	Concrete Traffic Islands	40.00	5,440.00
All Required		Constructing Recesses for Traffic Control Markers (50%)		100.00
2,500	cu. yds.	3" - 0" Material in Base	2.25	5,625.00
1,000	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	2,750.00
90	M-gals.	Sprinkling	2.50	225.00
130	cu. yds.	3/4" - 0" Material in Binder Course	4.00	520.00
4,500	tons	Class "B" Asphaltic Concrete	6.25	28,125.00
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	800.00
25	tons	Furnishing and Placing RT-4 Tar in Binder Course	35.00	(Alternate)
			Subtotal	$102,354.00
			10% Engr. & Cont.	10,235.40
			Total	$112,589.40

Length of Roadway .479 mile
Cost per mile $235,050.93

Structure (Sta. 641+25.3 to 641+46.7)

240	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 720.00
600	cu. yds.	General Excavation, Unclassified	0.35	210.00
480	cu. yds.	Class "A" Concrete in Box Culverts	50.00	24,000.00
58,000	lbs.	Metal Reinforcement	0.10	5,800.00
			Subtotal	$ 30,730.00
			10% Engr. & Cont.	3,073.00
			Total	$ 33,803.00

Length .004 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Outside City			
42' Asphalt Pavement	$ 29,048.80	$ 17,642.00	$ 11,406.80
44' Asphalt Pavement	30,380.35	18,450.00	11,930.35
Inside City			
44' Asphalt Pavement	112,589.40	68,379.00	44,210.40
Structure	33,803.00	20,529.00	13,274.00
	$205,821.55	$125,000.00	$ 80,821.55

SUMMARY OF FEDERAL AID WORK

Project No. F-122 (7)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Station to Station	Former	Present
A	625	6201	42	598+37 to 606+70	0.169	0.158
A	625	6201	44	606+70 to 624+05	0.328	0.328
A	625	6201	44	624+05 to 639+27	0.288	0.288
-	-	6201	44	639+27 to 649+50	-	0.191

PRINGLE CORNER-McMINNVILLE SECTION

PROJECTS NOS. F-122 (7) and F-300 (5)

All necessary rights of way have been acquired for these projects.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 6, 1947

Baldock

SUMMARY OF FEDERAL AID WORK

Project No. F-122 (7)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Station to Station	Former	Present
A	625	6201	42	598+37 to 606+70	0.169	0.158
A	625	6201	44	606+70 to 624+05	0.328	0.328
A	625	6201	44	624+05 to 639+27	0.288	0.288
-	-	6201	44	639+27 to 649+50	-	0.191

0.004

0.969

FORM [illegible]

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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SEP 11 1947
FOR FILING

F-122(7)

September 10, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of encroachment resolution, which have been signed by the proper city officials of McMinnville, covering the portion of the proposed Pringle Corner-McMinnville project which is within the city (Federal Aid Project No. F-122 (7)).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler
E.

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

RECEIVED
FOR FILING

F-122(7)
F-300(5)

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1201

(58)

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA256 GOVT PD=PORTLAND ORG 4 349P   1947 SEP 4 PM 4 01

H.R BALDOCK=
STATE HIGHWAY ENGINEER

NOTED
H. B. GLAISYER

=REYOURTEL TODAY WE HEREBY CONCUR IN AWARD CONTRACT FOR F-39(4), JUNIPER BUTTE CROOKED RIVER TO M.L. AND C.R. O'NEIL ALSO FOR F-122(7) AND F-300(5) PRINGLE CORNER MCMINNVILLE TO LEONARD AND SLATE OREGON LT'D O. C. YOCUM COMPANY AND J C COMPTON=

T M DAVIS.

.F-39(4) F-122(7) F-300(5).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

W. C. WILLIAMS
ACTING STATE HIGHWAY ENGINEER

Charge to the account of ____________________ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	☒	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 4, 1947

MR. T. M. DAVIS
PUBLIC ROADS ADMINISTRATION
203 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY CONTRACTS AS FOLLOWS: (1) JUNIPER BUTTE-CROOKED RIVER PROJECT TO M.L. & C.R. O'NEIL OF EUGENE. (2) PRINGLE CORNER-McMINNVILLE PROJECT TO LEONARD & SLATE OREGON LIMITED, O. C. YOCOM CO., AND J. C. COMPTON CO. OF McMINNVILLE. ALL REQUIRED RIGHTS OF WAY ARE ACQUIRED AND AGREEMENT WITH CITY OF McMINNVILLE RELATIVE TO CITY'S RESPONSIBILITY FOR MOVING OF WATER MAINS HAS BEEN EXECUTED BY CITY.

W. C. WILLIAMS
ACTING STATE HIGHWAY ENGINEER

CONFIRMATION

TEL

FEDERAL WORKS AGENCY
[illegible]

Public Roads Administration

Portland, Oregon
September 4, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REURTEL TODAY WE HEREBY CONCUR IN AWARD CONTRACT FOR F-39(4) JUNIPER BUTTE-CROOKED RIVER TO M. L. AND C. R. O'NEIL. ALSO FOR F-132(7) AND F-300(5), PRINGLE CORNER - [illegible] TO LEONARD AND SLATE OREGON LTD, C. C. YOCUM COMPANY AND J. C. COMPTON.

THE WESTERN UNION TELEGRAPH COMPANY

NOTICE REGARDING TELEGRAM

A. N. WILLIAMS
PRESIDENT

PRA358 DELIVERY NO. SALEM ORG SEPT 5 1947 (STREET ADDRESS, CITY, AND DATE) 19

H B GLAISYER SECY NAME

ORG STATE HIGHWAY COMM ADDRESS

Your telegram of SEPT 4 DATE 19 to M L AND C R O'NEIL ADDRESSEE

at RT 1 CRESWELL ORG ADDRESS AND CITY is undelivered for the following reason:

COPY OF MESSAGE MAILED. TRYING TO CONTACT BY PHONE BUT SO FAR NO ANSWER.

If you have occasion to correct the address originally supplied, please call

and ask for

Form 101 A

THE WESTERN UNION TELEGRAPH COMPANY

RECEIVED
NOV 20 1947
FOR FILING

AGENDA
OCT 21 1947

4-M

F-122(7)

September 4, 1947

Leonard & Slate Oreg. Ltd.,
O. C. Yocom Co., and
J. C. Compton Co.
902 E. 11th Street
McMinnville, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving on the Pringle Corner-McMinnville Section of the Salmon River and Pacific West Highways, in Yamhill County. This award was based on your joint low bid of $482,917.30, using asphalt, submitted on August 26, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ec
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Asst. Commissioner
Industrial Accident Commission
Building

get confirmed

S+C

Charge to the account of ____________ $ ____ 1206

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
4:00 p.m.
September 4, 1947

Leonard & Slate Oreg. Ltd.,
O. C. Yocom Co., and
J. C. Compton Co.
902 E. 11th Street
McMinnville, Oregon

State Highway Commission awarded you today contract for Pringle Corner-McMinnville Section of Salmon River and Pacific West Highways, in Yamhill County, based on your joint low bid submitted August 26, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Charge

RECEIVED
AUG 22 1947
FOR FILING
F-122(7)

August 21, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Since submitting P. S. & E. for the Pringle Corner-McMinnville Project for which bids are to be received on August 26th, we have given further consideration to the kind of material to be used in the construction of the rock base, rock shoulders and bituminous binder course, and have come to the conclusion that a mistake was made in permitting the use of gravel materials, either pit-run or crushed.

We find that gravel, if used, would in all probability be gravel from the Yamhill River which gravel, we have learned by previous experience, contains soap stone to an extent which makes its use dangerous. The gravel passes all the usual tests and is therefore difficult to rule out on a specification basis. As good quality rock is available at reasonable cost, it appears best to specify crushed rock without alternate.

Revised specifications limiting the materials to be used to crushed rock have been sent to you under separate cover and your approval of them will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:SM

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 20, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Notice to Prospective Bidders on the Pringle Corner - McMinnville grading and paving project, together with revised special provision sheets Nos. 36 to 42 inclusive covering the elimination of gravel materials for use in "Rock Base", "Rock Shoulders", and "Bituminous Binder Course."

When changes such as these are made subsequent to your submission and our review of the P.S.& E. documents, a full discussion as to the reasons for such changes should be submitted with the revisions, for in view of our limited personnel it is not always possible to make the necessary investigations or inspections before the bid opening dates.

We would appreciate prompt advice as to the reasons necessitating the elimination of gravel from consideration, particularly as to the base rock.

Very truly yours,

T. H. Davis
T. H. DAVIS
District Engineer

REFERRED TO
Williams
by Chief Engineer
gd

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AU[illegible] 1[illegible] 1947
FOR FILING

F-122(7)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 8, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-122(7), Salmon River Highway Junction - McMinnville Section of the Pacific Highway, West, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Copies of the usual City Council resolution regarding encroachments, etc., in McMinnville must be submitted prior to preparation of the project agreement.

The station of the beginning of the project has been corrected to read Sta. 598+35 on the estimate. The quantity of tar shown on page 3 of the estimate has been corrected to read 24 tons.

corrections Noted.

On plan sheet 2-B we note that the section with the median strip is shown as beginning at Sta. 625+50. We have assumed that this should be Sta. 627+93 to agree with plan sheet No. 12 and have corrected our copies accordingly.

no change required
S

Very truly yours,

T. M. DAVIS
District Engineer

By H A Stoddart
H. A. STODDART
Senior Highway Engineer

RECEIVED
AUG 13 1947
OREGON
STATE HIGHWAY COMMISSION

F-39(4) Juniper Butte-Crooked River 1947
Sec., The Dalles-California Hwy.
#2940

RECEIVED
NOV 12 1948
FOR FILING

17,105

[illegible]

2940

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 9, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	15829	2940	10-Final	M. L. & C. R. O'Neil	7,856.30	338185	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

In accordance with your request over telephone today, that I release this warrant to O'Neil, I have placed it in the mail this P.M. and am handing you this Release for signature to conform with our usual routine.

aaw

ACCOUNTING DIVISION

By ______ Bookkeeping Dept.

Approved H B Glaisyer
Secretary

NOTED ON CARD
11-[illegible]

RECEIVED
NOV 10 1948
FOR FILING

7 39 (4)

2940

November 9, 1948

Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Following our telephone conversation a few minutes ago I checked up on the matter of making final payment to M.L. & C.R. O'Neil on contract No. 2940, covering grading and surfacing on The Dalles-California Highway in Jefferson County, and find that we have knowledge of only one claim against this job, being that of Malick Brothers in the amount of $429.50. It is my understanding from you that the contractor has paid Malick Brothers $360 on this account but disputes the balance, however, the Highway Commission has not received any word from Malick Brothers that they have been paid this sum.

I have consulted Mr. George Neuner, Assistant Chief Counsel of the Highway Commission, and as a result thereof I am today instructing the auditor to immediately release final payment to M. L. & C. R. O'Neil. The warrant, in the amount of $7,856.30, is being placed in the mail today.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

cc: M. L. & C. R. O'Neil

Mr. W. H. Hawks - 2 copies

Mr. Floyd Query

NOTED ON CARD

11-9-48

RECEIVED

[illegible] #7856.30

Memo

#2940 O'Neil

Juniper Butte

Oct. 18 final sett

$429.50 - [illegible]

360.00 paid

[illegible] 28th [illegible]

Compliments of

KENNETH POORMAN CO.

1835 S. E. GRAND AVENUE
PORTLAND 14 OREGON

EAst 8159 EMpire 8360

HEAVY HAULING

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FOR FILING

R. H. Baldock

October 25th, 1948

FINAL COST ANALYSIS

Juniper Butte-Crooked River Section
The ~~Dalles-California~~ Highway
439-(4)

Contract #2940
Prefix 16-1102-201(46)

M. L. & C. R. O'Keil, Contractor
A. A. Fossen, Resident Engineer

Item # 3940	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	L.S.			$1,247.90	$3,500.00
Str. Excav., Unclass.	480	Cu. Yd.	$1.06	$2.00	508.99	960.00
Trench " "	163.7	" "	1.06	2.00	173.71	327.40
Gen'l. " "	156,561.3	" "	0.33	0.50	50,952.05	78,280.65
Truck Haul	30,362.6	Yd. Mi.	0.21	0.35	6,278.38	10,626.91
Finish R/B & Slopes	6.81	Mile	327.93	500.00	2,233.22	3,405.00
Rounding Cutbanks	4,650	Lin. Ft.	0.11	0.15	513.80	697.50
18" Corr. Metal Pipe	1,584	" "	2.35	3.00	3,724.48	4,752.00
36" " " "	114	" "	6.94	7.50	791.13	855.00
18" Corr. Metal Siphon Pipe	600	" "	3.55	4.50	2,129.91	2,700.00
22" Arch Type Corr. Metal Pipe	118	" "	3.24	4.00	382.26	472.00
Concrete End Basins	27.03	Cu. Yd.	52.50	50.00	1,419.07	1,351.50
Selected Roadbed Topping	53,928	" "	0.24	0.43	13,005.63	23,189.04
Hauling Roadbed Topping	233,398	Yd. Mi.	0.106	0.115	24,635.65	26,840.77
3/4"-0" Rock in Leveling Course & Shoulders	12,902	Cu. Yd.	2.04	2.45	26,269.98	31,609.90
Sprinkling	1,313.3	M-Gal.	1.52	2.00	2,002.52	2,626.60
Preparation of Base	6.81	Mile	144.66	150.00	985.13	1,021.50
Furn. & Place Aggregates	10,031	Cu. Yd.	3.01	3.80	30,144.24	38,117.80
" " " 121-150 Asphalt	573.80	Ton	33.16	35.00	19,028.23	20,075.30
Furn. & Place RC-3 or Emul. Asphalt	238.00	"	31.76	35.00	7,558.90	8,330.00
PA #1, 24" Concrete Pipe	24	Lin. Ft.	4.95	6.50	118.80	156.00
PA #2, Barreled 121-150	10.84	Ton	28.14	28.00	305.00	303.52

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #3, Excess 3/4"-0" and Aggregate in S.P.	145.41	Cu. Yd.	$1.18	$1.50	$1,714.26	$2,181.15
PA #3, Haul Excess 3/4"-0" and Aggregate	2,908.2	Yd. Mi.	0.117	0.12	341.69	348.98
					$196,364.93	$262,728.52

	Total Cost	Gross Revenue	Net Profit	% Profit
M. L. & C. R. O'Neil	$70,373.70	$108,386.46	$38,012.76	35.1
A. H. Saxton & Sons	34,453.54	53,485.08	19,031.54	35.6
D. F. McKenzie	91,537.69	98,678.34	7,140.65	7.2
	$196,364.93	$262,728.52	$66,363.59	

Totel Net Profit Equals 25.3% of Gross Revenue

Earthwork, clearing and grubbing, pipe and concrete work done by M. L. & C. R. O'Neil.

Rock crushing done by A. H. Saxton & Sons.

Pit run topping, placing aggregates and oiling done by D. F. McKenzie.

M. L. & C. R. O'Neil

Detail of Cost

Labor:

Supervision	$9,310.91	
Labor	17,215.90	
Industrial Accident Insurance	1,193.71	
Social Security & Unemployment	1,023.93	
		$28,744.45

Materials:

18" Corr. Pipe	1,584	lin. ft.	at $1.93	$3,057.12	
18" Bands	63	each	" 2.79	175.77	
36" Corr. Pipe	114	lin. ft.	" 6.00	684.00	
36" Bands	6	each	" 5.69	34.14	
18" Corr. Siphon Pipe	600	lin. ft.	" 2.98	1,788.00	
18" Bands	26	each	" 2.79	72.54	
22" Arch Type Pipe	118	lin. ft.	" 2.69	317.42	
22" Bands	6	each	" 3.44	20.64	
24" Concrete Pipe	24	lin. ft.	" 3.50	84.00	
					6,233.63

Equipment Rental & Miscellaneous Supplies:

Equipment Rental	$22,879.00	
Gas, Oil & Grease	3,416.16	
Small Tools and Misc. Supplies	720.53	
Freight & Cartage	409.04	
Drill Steel	409.07	
Explosives	3,317.01	
Sub-contract on Class "A" Concrete	1,351.50	
Shop	440.00	
Bond	936.04	
P.L. & P.D. Insurance	137.80	
Office & General Overhead	1,379.47	
		35,395.62

Total Cost $70,373.70

A. H. Saxton & Sons

Detail of Cost

Labor:		
Labor	$10,863.96	
Payroll Insurance	799.57	$11,663.53
Equipment Rental & Misc. Expense:		
Equipment Rental, Owned	$13,163.00	
" " , Hired	417.77	
Gas, Oil & Grease	3,221.29	
Drill and Shoot (Sub-contract)	1,620.00	
Explosives	1,051.41	
Lumber	489.65	
Freight & Cartage	58.48	
Small Tools and Misc. Supplies	478.55	
Bond	834.94	
P.L. & P.D. Insurance	421.32	
Office & General Overhead	1,033.60	22,790.01
Total Cost		$34,453.54

D. F. McKenzie

Detail of Cost

Labor:			
Supervision		$2,983.09	
Timekeeper		804.33	
Labor		28,844.74	
Labor Insurance		2,677.11	
			$35,309.27
Materials:			
RC-3 Asphalt	238.00 Ton at $17.50	$4,165.02	
Freight on RC-3	238.00 " " 7.20	1,713.60	
121-150 Asphalt	573.58 " " 17.42	9,991.66	
Freight on 121-150	573.58 " " 9.01	5,170.42	
Demurrage		132.00	
			21,172.70
Equipment Rental and Miscellaneous Expense:			
Equipment Rental, Owned		$15,275.30	
" " , Hired		2,561.72	
Hired Trucks (Does Not Include Operators)		5,738.23	
Gas, Oil & Grease		8,074.32	
P.U.C.		447.67	
Bond		143.08	
P.L. & P.D. Insurance		340.40	
Move In, Freight & Cartage		370.25	
Small Tools & Misc. Supplies		300.50	
Office & General Overhead		1,804.25	
			35,055.72
Total Cost........................			$91,537.69

Breakdown of Crushing Costs

	Cost	Quantity	Unit	Unit Cost
Move In	$533.95	24,387	Cu. Yd.	$0.021
Set Up	3,385.05	"	" "	0.139
Drill and Shoot	3,609.61	"	" "	0.148
Haul to Crusher	6,267.95	"	" "	0.257
Crush	11,821.13	"	" "	0.485
Rejects	1,123.74	"	" "	0.046
Cost in Bunker	$26,741.43			$1.096
Haul to Stockpile, 2 Mi.	5,720.43			0.234
Stockpile	1,991.68			0.082
Cost in Stockpile	$34,453.54			$1.412

The quarry usedwas the designated quarry located 2.3 miles southeasterly of Station 827.

Drilling and shooting of coyote hole was sub-contracted and a good shot was obtained, with the rock breaking to 8" - 0". A 3/4-yard shovel loaded two dumpters that hauled to crusher.

The crushing plant consisted of 24" x 36" jaw crusher, 3' Traylor crusher, 36" Symons cone crusher, 3-compartment bunker, reject bunker, scalping screen, 4' x 12' triple-deck screen. The plant was powered by three diesel engines and one engine-generator set.

The average haul to stockpile was 2.0 miles, making the average haul cost $0.117 per yard mile.

The crusher was operated 410 hours for an average production of 59 cu. yds. per hour.

Breakdown of Oiling Costs

Operation	Cost	Quantity	Unit	Unit Cost
Heat	$2,406.61	811.58	Ton	$2.96
Haul to Road	1,076.29	"	"	1.33
Spread	2,234.85	"	"	2.75
Asphalt, 121-150 & RC-3	13,956.14	"	"	17.20
Freight & Demurrage	6,913.24	"	"	8.52
Total Cost	$26,587.13			$32,76

Oil tank cars were spotted on the siding at Opal City and average haul from tank car to road was 4.2 miles.

Oil was shipped from Portland with the exception of 150 tons which came from California because of flood conditions around the Portland area.

This section was not open to traffic and the contractor used a full width boom on his distributor for spreading oil.

Remarks:

This was a regular federal aid project. The contract called for the construction, surfacing and oiling of 6.81 miles of highway roadbed. The contract was bid August 25th, 1947, and awarded September 4th, 1947.

The clearing and grubbing item consisted of the removal of sagebrush and acattered juniper trees, which was done with one dozer and a small labor crew.

The general excavation was classified as follows : 18,000 cu. yds. of solid lava rock requiring drilling and shooting; 75,000 cu. yds. of a conglomerate hard pan that required ripping; and 63,500 cu. yds. of common excavation consisting of dirt and pumice. The quantity of solid was less than anticipated on this project. General excavation was done with three D-8 caterpillar tractors with scrapers, one D-8 caterpillar with dozer and LeRoi compressor mounted on truck. This work was carried on during the winter months but the contractor lost only a negligible amount of time because of inclement weather, and good production was maintained.

Pit run topping was obtained from the state-controlled gravel pit 2 miles east of Station 827. Production of this material averaged 150 cu. yds. per hour and cost on this item was much lower an average cost than on pit run topping.

A. H. Saxton & Sons set up a crushing plant at the designated quarry 2 miles southeasterly of Station 827. This was a good quarry, the rock broke small and a good rate of production was made on crushing.

Oil for this project was shipped from Portland and tank cars were spotted on the Opal City siding. Oiling operations were started June 24th, and completed July 15th. Because this road carried no traffic, the oiling contractor decided to put an extended boom on the distributor and spread oil the full width of the oil mat. This method worked well on this job but the feasibility of this method is questionable where public traffic has to be maintained through a project.

All of the contractors had good equipment and good supervision, good production on most of the items and a smaller amount of solid than anticipated made this job show a large profit.

The project was completed and opened for traffic July 23rd, 1948.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
OCT 1
FOR FILING

7 - 29 (4)

#2940

October 18, 1948

Great American Indemnity Company
Harvey Wells-Reed Ins. Agency, Agent
Failing Building
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2940 for work on the Juniper Butte-Crooked River Section of The Dalles-California Highway, in Jefferson County, has been completed by the contractor, W. L. & C. R. O'Neil, and that final payment in amount of $7,856.30 will be made on or after October 28, 1948, provided outstanding claims have been satisfied and this office advised.

There is a claim filed against this project by Malick Brothers of Redmond, Oregon, of which you have been previously notified, amounting to $429.50.

For your information we wish to advise that the total contract amount is $262.728.52, and that no force account work was performed therein. This contract was completed on July 24 and accepted by the Highway Commission on September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Great American Indemnity Co.
1 Liberty Street,
New York 5, N. Y.

W.L. & C. R. O'Neil

Mr. M. H. Hawks

NOTED ON CARD

10-15-48

RECEIVED
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FOR FILING

16402

2940

7 39 (4)

September 16, 1948

County Court of Jefferson County
Madras, Oregon

Gentlemen:

The grading and bituminous macadam surfacing project on the Juniper Butte-Crooked River Section of The Dalles-California Highway in Jefferson County has been officially accepted as completed by the State Highway Commission.

In accordance with the agreement between the State Highway Commission and Jefferson County under date of November 5, 1947, the section of the old highway referred to as Unit "B" in the agreement passes to the jurisdiction of the county and shall be maintained by the county as a county road, or vacated as the county may determine.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - C. H. Armstrong

Form E-1—5M—7-46

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 14, 1948

Section	Juniper Butte-Crooked River	Kind of work	Grading and Bit.Macadam Surfacing
Highway	The Dalles California	Section prefix	16-1102
Contractor	M.L. & C.R.O'Neil	Contract number	2940
Date of contract	September 4,1947, 19	Date of completion	October 31,1948, 19
Date work started	November 4,1947, 19	~~Estimated~~ date of completion	July24/1948, 19
Amount of contract	$267196.50	Per cent of time elapsed	325/424 76.7 %

Estimated cost of completed project, exclusive of engineering . . . . This office semi-final . . $264853.17

Per cent of contract completed, based on total contract price . . . . . . 100 %

Engineering cost to date, $12311., 4.65 % Date project was completed July 24,1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Clearing of right of way and grading operations got underway November 4,1947 and continued throughout the fall and winter months with very little inconvenience due to weather.Final grading work completed May 22,1948.

Erection of crushing plant at the designated quarry site started on January 29 with crushing of aggregates starting on February 26. Crushing work completed on April 3,1948. Crushing work was handled by A.H.Saxton and Sons.

P~~lacing of the selected roadbed topping started April5 5,and was completed~~ May 27. Placing of the 3/4"-0 leveling course started on ~~April 8~~ May 28 and continued until June 12. Oiling operations started On June 16 and the final seal was completed on July 14 and the placing of shoulders material and maintenance work on the newly laid oil mat continued until Saturday July 24th.

The semi-final estimate was submitted to the Bend Division office Aug.11,1948.

B.P.R. Engineer W.H.Schiewsow visited the project and this office on Friday.

RECEIVED AUG 16 1948 OFFICE OF CONSTRUCTION ENGINEER

Final Report.

Signed a a Gossen

Address 1290-Wall St. BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
			Lev. co & Sh		
Miles in project	6.81	6.81	6.81	6.81	
Miles partially completed					
Miles completed	6.81	6.81	6.81	6.81	
Total estimated quantities	163000	56000	14000	790 Tons Asph. 10800 cy Agg	
Semi-final figures Estimated quantities moved or placed to date	156561.3	53928	12905	811.58 Tons Asph. 10036 cy agg	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
AUG 26 1948
FOR FILING

7-39 (4)

2940

August 20, 1948

Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to M. L. & C. R. O'Neil, on contract No. 2940, covering Juniper Butte-Crooked River Section of The Dalles-California Highway, Jefferson County. This payment in the amount of $42,977.36, will be made on or after August 30, 1948. The retained percentage is $7,882.65.

There is a claim filed against this project by Malick Brothers of Redmond, Oregon, of which you have been previously notified, in the amount of $429.50.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Harvey Wells-Reed Insurance Agency
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

8-20-48 gl

RECEIVED
JUL 30 1948
FOR FILING

F-39 (4)

2940

July 29, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 24, 1948 on Contract No. 2940, Juniper Butte-Crooked River Section, in connection with Federal Aid Project No. F-39 (4).

Very truly yours,

R. H. Baldock,
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc to C. H. Armstrong

RECEIVED
JUL 22 1948
FOR FILING

7-39 (4)

2940

July 20, 1948

Malick Brothers
Redmond, Oregon

Gentlemen:

This is to acknowledge your letter of July 15, by which you filed a claim against M. L. and C. R. O'Neil in the amount of $429.50 for labor and truck parts used by the contractor on what appears to be our contract No. 2940 for grading and surfacing on the Juniper Butte-Crooked River Section of The Dalles-California Highway in Jefferson County.

We suggest that you file your claim with the Secretary of State in order to protect your claim beyond the normal period of six months following completion and acceptance of the contract by the Commission. To facilitate filing of the claim we are enclosing an excerpt from the Oregon law outlining the procedure.

Notice of the claim you have filed with us will be given to the surety, the Great American Indemnity Company whose agent is Harvey Wells-Reed Insurance Agency, Failing Building, Portland 4.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
7-21-48

Redmond, Oregon
July 15, 1948

Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

We wish to file a claim against any money due the O'neil Construction Company of Cresswell, Oregon. At the time they were working on the Highway between Crooked River Bridge and the Culver Junction, Highway 97, Jefferson County we performed labor and sold parts for their trucks in the amount of Four-hundred Twenty-nine dollars and fifty cents. This was during the month of May and to this date we have heard no further word from them. The Managers are C . R. and M. L. O'Neil. They have ignored all attempts on our part to communicate with them.

Any information or assistance you can give us will surely be appreciated.

Malick Brothers
J.H.

Very truly yours,

HHM/jw

Malick Brothers

NOTED ON CARD
[illegible]

RECEIVED
JUL 19 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 22 1948
FOR FILING

7-37 (4)

[illegible]

File

Answered IT

July 20, 1948

Great American Indemnity Company
1 Liberty Street
New York 5, New York

Gentlemen:

Malick Bros. of Redmond, Oregon, have filed with this office a claim in the amount of $429.50 for labor and truck parts delivered to M. L. and C. R. O'Neil on what appears to be our contract No. 2940 for grading and surfacing on the Juniper Butte-Crooked River Section of The Dalles-California Highway in Jefferson County. They state that labor and parts comprising the above claim were delivered to the contractor in May, 1948.

This notice is provided for your information as your company appears as surety on the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Harvey Wells-Reed Insurance Agency
Failing Building
Portland 4, Oregon

M. L. & C. R. O'Neil
Route 1, Box 31,
Creswell, Oregon

NOTED ON CARD
7-20-48 [illegible]

RECEIVED
JAN 19 1948
FOR FILING

F-39 (4)

2940

January 13, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work covering the moving of one main line telephone pole at Station 616+50 on the Juniper Butte-Crooked River Section of the The Dalles-California Highway in Jefferson County, Contract No. 2940, in connection with Federal Aid Project No. F-39 (4).

This work is necessary to remove the pole from area to be graded. A sketch showing details is attached to the order. The work is to be done by the Pacific Telephone and Telegraph Company's forces.

The pole line is on privately owned or leased right of way.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

Encl.

DBP:cw

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NOV 1[illegible] 1947
FOR FILING

F-39(4)

November 7, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on November 4, 1947, on Contract No. 2940, Juniper Butte-Crooked River Section, in connection with Federal Aid Project No. F-39 (4).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

[illegible]

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14
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
F-37(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
PORTLAND 8, OREGON

November 4, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. F-39(4)
Juniper Butte-Crooked River Sec.
The Dalles-California Hwy.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 5 1947
OREGON
STATE HIGHWAY COMMISSION

November 4, 1947

P.O. Box 3900

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. F-39(4)
Juniper Butte-Crooked River Sec.
The Dalles-California Hwy.

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By:

L. J. Caufield
Principal Highway Engineer

Encl.

Form PR 2 (Revised 1946)

State OREGON WA8pr 7340

Federal Aid

Project No. F-39(4)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of October, 1947,

by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department; and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a project statement, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of August, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixty-four thousand and 00/100 dollars ($164,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 566+00 in the NE 1/4, Section 36, T. 12 S., R. 13 E., W.M., and survey station 886+45.8 in the SE 1/4, Section 32, T. 13 S., R. 13 E., W.M., except Stations 735+19.71 to 735+76.05.

, length 6.208 miles, in Jefferson County, being Oregon Federal Aid project No. F-39(4), consisting of 6.208 miles of roadway and no bridges, e[redacted]f more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixtyfour thousand and 00/100 dollars ($164,000.00), which does not exceed the authorized Federal pro rata share of two hundred ninety-three thousand, nine hundred sixteen and 15/100 dollars ($293,916.15), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 539, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 128

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield

Chairman, State Highway Commission
(Title of officer)

By A W Schaupp

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

APPROVED

Assistant State Highway Engineer

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
OCT 31 1947
ORE. DIV.

RECEIVED
FOR FILING

F-39(4)

October 6, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate as basis for project agreement for the Juniper Butte-Crooked River Section, Project No. F-39 (4).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWN:GS

Encl.

Oregon State Highway Department Federal Aid Project No. F-39 (4)

JUNIPER BUTTE-CROOKED RIVER SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN JEFFERSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 3, 1947

(Sta. 566+00 to 926+05.8)

All Required		Clearing and Grubbing		$ 3,500.00
300	cu. yds.	Structural Excavation, Unclassified	$ 2.00	600.00
230	cu. yds.	Trench Excavation, Unclassified	2.00	460.00
163,000	cu. yds.	General Excavation, Unclassified	.50	81,500.00
32,000	yd. mi.	Truck Haul	.35	11,200.00
6.81	miles	Finishing Roadbed & Slopes	500.00	3,405.00
4,200	lin. ft.	Rounding Cutbanks	.15	630.00
1,460	lin. ft.	18-inch Corrugated Metal Pipe	3.00	4,380.00
120	lin. ft.	36-inch Corrugated Metal Pipe	7.50	900.00
500	lin. ft.	18-inch Corrugated Metal Siphon Pipe	4.50	2,250.00
120	lin. ft.	22-inch Corrugated Metal Arch Type Pipe	4.00	480.00
18	cu. yds.	Concrete End Basins	50.00	900.00
56,000	cu. yds.	Selected Roadbed Topping	.43	24,080.00
240,000	yd. mi.	Hauling Roadbed Topping	.115	27,600.00
14,000	cu. yd.	3/4" - 0" Rock in Leveling Course and Shoulders	2.45	34,300.00
1,600	M-Gal.	Sprinkling	2.00	3,200.00
6.81	miles	Preparation of Base	150.00	1,021.50
10,300	cu.yds.	Furnishing and Placing Aggregates	3.80	39,140.00
700	tons	Furnishing and Placing 121-150 Asphalt	35.00	24,500.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	35.00	3,150.00
			Subtotal	$267,196.50
			10% Engr. & Cont.	26,719.65
			Total	$293,916.15

Length of Roadway	6.808 miles
Length of Bridge (Exception)	.011 miles
Total Length	6.819 miles
Cost per mile, Roadway	$43,172.17

Federal Aid Fund	$164,000.00
State Funds	129,916.15
	$293,916.15

State Funds for Construstion: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. F-39 (4)

JUNIPER BUTTE-CROOKED RIVER SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN JEFFERSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 3, 1947

(Sta. 566+00 to 926+05.8)

All Required		Clearing and Grubbing		$ 3,500.00
300	cu. yds.	Structural Excavation, Unclassified	$ 2.00	600.00
230	cu. yds.	Trench Excavation, Unclassified	2.00	460.00
163,000	cu. yds.	General Excavation, Unclassified	.50	81,500.00
32,000	yd. mi.	Truck Haul	.35	11,200.00
6.81	miles	Finishing Roadbed & Slopes	500.00	3,405.00
4,200	lin. ft.	Rounding Cutbanks	.15	630.00
1,460	lin. ft.	18-inch Corrugated Metal Pipe	3.00	4,380.00
120	lin. ft.	36-inch Corrugated Metal Pipe	7.50	900.00
500	lin. ft.	18-inch Corrugated Metal Siphon Pipe	4.50	2,250.00
120	lin. ft.	22-inch Corrugated Metal Arch Type Pipe	4.00	480.00
18	cu. yds.	Concrete End Basins	50.00	900.00
56,000	cu. yds.	Selected Roadbed Topping	.43	24,080.00
240,000	yd. mi.	Hauling Roadbed Topping	.115	27,600.00
14,000	cu. yd.	3/4" - 0" Rock in Leveling Course and Shoulders	2.45	34,300.00
1,600	M-Gal.	Sprinkling	2.00	3,200.00
6.81	miles	Preparation of Base	150.00	1,021.50
10,300	cu.yds.	Furnishing and Placing Aggregates	3.80	39,140.00
700	tons	Furnishing and Placing 121-150 Asphalt	35.00	24,500.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	35.00	3,150.00
		Subtotal		$267,196.50
		10% Engr. & Cont.		26,719.65
		Total		$293,916.15

Length of Roadway	6.808 miles
Length of Bridge (Exception)	.011 miles
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Cost per mile, Roadway	$43,172.17

Federal Aid Fund	$164,000.00
State Funds	129,916.15
	$293,916.15

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project
No. F-39(4)

Juniper Butte - Crooked River Section of
The Dalles - California Highway in Jefferson County. 49

(Estimate as basis for project agreement. Based on low bid prices)

Salem Oregon Oct. 1947

(Sta. 566+00 to 926+05.8)

			$
All Required	Clearing and Grubbing	$	3500.00
300 cy	Structural Excavation, Underdrain	2.00	600.00
230 "	Trench " "	2.00	460.00
163,000 "	General " "	.50	81500.00
32,000 yds	Overhaul	.35	11,200.00
6.81 miles	Finishing Roadbed & Slopes	500.00	3405.00
4200 cy	Rounding Cutbanks	.15	630.00
1460 "	18" Corr. Metal Pipe	3.00	4380.00
120 "	36" " " "	7.50	900.00
500 "	18" " " Siphon Pipe	4.50	2250.00
120 "	22" " " Arch Type Pipe	4.00	480.00
18 cy	Concrete End Basins	50.00	900.00
56,000 "	Selected Roadbed Topping	.43	24,080.00

240,000	y.m.	Hauling Roadbed Topping	.115	27,600.00
14,000	cy	3/4"-0" Rock in Leveling Course and Shoulders	2.45	34,300.00
1600	M-Gal	Sprinkling	2.00	3200.00
6.81	mile	Preparation of Base	150.00	1021.50
10,300	cy	Furnishing and Placing Aggregates	3.80	39,140.00
700	Tons	" " " 121-150 Asphalt	35.00	24,500.00
90	"	" " " RC-3 or Emuls Asphalt	35.00	3150.00
			Subtotal	$ 267,196.50
			10% Engr & Cont	26,719.65
			Total	293,916.15

Length of Roadway	6.808 miles
" " Bridge (Exception)	.011 "
Total Length	6.819 "
Cost per mile, Roadway	$ 43,172.17

	$
Federal Aid Fund	164,000.00
State Funds	129,916.15
	$ 293,916.15

State Funds for Constn: Chap 175, Laws 1917; Chap 31 Laws 1920 ; Chap 529, Laws 1939
" " " Maint: Chap 529, Laws 1939

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 5, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-39(4), Juniper Butte-Crooked River Section of The Dalles - California Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer

By H A Stoddart
H. A. Stoddart
Senior Highway Engineer

RECEIVED
AUG 7 1947
OREGON
STATE HIGHWAY COMMISSION

P.O. Box 3900

August 5, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-39(4), Juniper Butte-Crooked River Section of The Dalles - California Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer

By
E. A. Stoddart
Senior Highway Engineer

July 31, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate, four copies of right of way statement and three copies of summary of Federal Aid Work to accompany plans and specifications for the Juniper Butte-Crooked River Section, Project No. F-39 (4).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWN:SM

Encl.

Oregon State Highway Department Federal Aid Project No. F-39 (4)

JUNIPER BUTTE-CROOKED RIVER SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN JEFFERSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 1, 1947

(Sta. 566+00 to 926+05.8)

All Required		Clearing and Grubbing		$ 3,000.00
300	cu. yds.	Structural Excavation, Unclassified	$3.00	900.00
230	cu. yds.	Trench Excavation, Unclassified	3.00	690.00
163,000	cu. yds.	General Excavation, Unclassified	0.50	81,500.00
32,000	yd. mi.	Truck Haul	0.20	6,400.00
6.81	miles	Finishing Roadbed and Slopes	450.00	3,064.50
4,200	lin. ft.	Rounding Cutbanks	0.15	630.00
1,460	lin. ft.	18-inch Corrugated Metal Pipe	3.00	4,380.00
120	lin. ft.	36-inch Corrugated Metal Pipe	8.00	960.00
500	lin. ft.	18-inch Corrugated Metal Siphon Pipe	3.50	1,750.00
120	lin. ft.	22-inch Corrugated Metal Arch Type Pipe	3.50	420.00
18	cu. yds.	Concrete End Basins	50.00	900.00
56,000	cu. yds.	Selected Roadbed Topping	0.60	33,600.00
240,000	yd. mi.	Hauling Roadbed Topping	0.15	36,000.00
14,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.75	38,500.00
1,600	M-gals.	Sprinkling	3.00	4,800.00
6.81	miles	Preparation of Base	200.00	1,362.00
10,300	cu. yds.	Furnishing and Placing Aggretates	3.75	38,625.00
700	tons	Furnishing and Placing 121-150 Asphalt	32.00	22,400.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	32.00	2,880.00
			Subtotal	$282,761.50
			10% Engr. & Cont.	28,276.15
			Total	$311,037.65

Length of Roadway	6.808 miles
Length of Bridge (Exception)	.011 mile
Total Length	6.819 miles
Cost per mile, Roadway	$45,613.38

Federal Aid Fund	[illegible]	$164,000.00
State Funds		147,037.65
	[illegible]	$311,037.65

[illegible]

[illegible]
[illegible]

BY

[illegible]
[illegible]

[illegible]

JUNIPER BUTTE-CROOKED RIVER SECTION

PROJECT NO. F-39 (4)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 1, 1947

SUMMARY OF FEDERAL AID WORK

JUNIPER BUTTE-CROOKED RIVER SECTION

Project No. F-39 (A)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Station to Station	Former	Present
A	351	5231	22	566+00 to 840+79	5.271	5.193
-	-	5231	22	840+79 to 926+05.4	-	1.615

Summary of Federal Aid Work
Juniper Butte - Crooked River Section
Project No F- 39(4)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Sta. to Sta.	Former	Present
A	351	5231	22	566+00 to 840+79	5,271	5,193
-	-	5231	22	840+79 to 926+03.4	-	1,615

Juniper Butte – Crooked River Section
Project No. F-39(4)

All necessary rights of way have been acquired for this project.

RHB

By SHP

Aug 1947

RECEIVED
SEP 29 1947
FOR FILING

F-39(4)

2940

September 25, 1947

N. L. & C. R. O'Neil
Rt. 1, Box 31
Creswell, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2940, which was awarded to you on September 4, 1947, by the State Highway Commission, covering the Juniper Butte-Crooked River Section of The Dalles-California Highway in Jefferson County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm.

Encl. 1.

RECEIVED
FOR FILING

F-39(4)

Charge to the account of ______________________ $______

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

P RA 256 Govt. PD - Portland Oregon 4 349P

R.H. Baldock
State Highway Engineer

Reyourtel today we hereby concur in award contract for F-39 (4) Juhiper Butte Crooked River to M.L. & C.R. O'Neil also for F-122 (7) and F-300 (5) Pringle Corner McMinnville to [illegible] Leonard and Slate Oregon Lt'd. O.C. Yocum Company and J.C. Compton.

T.M. Daivs

RECEIVED
NOV 21 1947
FOR FILING

F-39(4)

September 4, 1947

H. L. & C. R. O'Neil
Route 1
Creswell, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and bituminous macadam surfacing on the Juniper Butte-Crooked River Section of The Dalles-California Highway, in Jefferson County. This award was based on your low bid of $267,196.50 submitted on August 25, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Enc.

cc - Mr. R. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Asst. Commissioner
Industrial Accident Commission
Building

Git confirmed

to the account of ________________ $________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
4:00 p.m.
September 4, 1947

M. L. & C. R. O'Neil
Route 1
Creswell, Oregon

State Highway Commission awarded you today contract for Juniper Butte-Crooked River Section of The Dalles-California Highway, in Jefferson County, based on your low bid submitted August 25, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

113-1023 Anderson Valley & Swamp Cr. Sec.
Diamond Valley Second. Hwy. 1947

2941

RECEIVED
DEC 2 1948
FOR FILING

112-103-3

2941

December 2, 1948

General Casualty Co.of America
J. C. Finlay, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway Contract No.2941 for work on the Anderson Valley and Swamp Creek Section of the Diamond Valley Secondary Highway, in Harney County, has been completed by the contractor, George E. Corliss, and that final payment in the amount of $862.43 will be made on or after December 13,1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $28,747.71, and that no force account work was performed therein. The above contract was completed on July 15 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attention: Legal Dept.

NOTED ON CARD

12-2-48

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 25, 1948

Section Anderson Valley and Swamp Creek

Kind of work Grading & Topping

Highway Diamond Valley Secondary

Section prefix 113 - 1023

Contractor George E. Corliss

Contract number 2941

Date of Contract September 4, 1947

Date of completion August 31, 1948

Date work started September 22, 1947

Estimated date of completion July 15, 1948

Amount of contract $29,899.50

Per cent of time elapsed 107 %

Estimated cost of completed project, exclusive of engineering $28,747.71

Per cent of contract completed, based on total contract price . . . . 96.15 %

Engineering cost to date $ 1607.66, 5.37 %

Date project was completed July 15, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semifinal Estimate and Supporting Data sent to Division Engineer on Friday, September 24, 1948.

FINAL REPORT

RECEIVED
SEP 27 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. [illegible]

Signed John T. Burch

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.15	3.15			
Miles partially completed					
Miles completed	3.15	3.15			
Total estimated quantities	14,500	9,711			
Estimated quantities moved or placed to date	13,524.	9,631			
Average daily quantities	45	31			
Average daily quantities necessary to complete project on time	Completed	Completed			
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	(No men or equipment used on project this week.)						
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 7 1948
FOR FILING

113-1023

2941

October 6, 1948

General Casualty Co.of America
J. C. Finlay, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to George E. Corliss, on contract No. 2941, covering the Andersen Valley and Swamp Creek Section of the Diamond Valley Secondary Highway in Harney County. This payment, in the amount of $653.45, will be made on or after October 16, 1948. The retained percentage is $862.43.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Building
Seattle 5, Wash.
Attention: Legal Dept.

NOTED ON CARD

10-6-48

RECEIVED
SEP -3 1948
FOR FILING

113-1023

2941

August 31, 1948

County Court of Harney County
Burns, Oregon

Gentlemen:

The contract on the Anderson Valley and Swamp Creek Section of the Diamond Valley Secondary Highway in Harney County has been officially accepted as completed.

In accordance with the agreement under date of June 4, 1947, the section of the old road referred to as Unit "A" in the agreement is being turned over to the county for maintenance as a county road. The section known as Unit "B" is being turned over to the jurisdiction and control of the county and may be vacated and permitted to revert to the owners of the abutting property, or may be kept by the county for such public use as the county may determine.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. C. H. Armstrong

RECEIVED
AUG 26 1948
FOR FILING

113-1023

2941

August 20, 1948

General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to George E. Corliss a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2941 for the Anderson Valley and Swamp Creek Section of the Diamond Valley Secondary Highway in Harney County. This payment, which is in the amount of $2072.24, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $842.22. The present payment to the contractor will be made on or after August 30, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. C. Finlay, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-26-48 gl

RECEIVED
SEP 29 1947
FOR FILING

113-1023

2941

September 26, 1947

Mr. George E. Corliss
Box 76
Ontario, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2941 which was awarded to you on September 4, 1947, by the State Highway Commission, covering the Anderson Valley and Swamp Creek section of Diamond Secondary Highway in Harney County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl. 1.

RECEIVED
NOV 21 1947
FOR FILING
113-1023
2941

September 4, 1947

Mr. George E. Corliss
Box 76
Ontario, Oregon

Dear Mr. Corliss:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and roadbed topping on the Anderson Valley and Swamp Creek Sections of the Diamond Valley Secondary Highway, in Harney County. This award was based on your low bid of $29,899.50 submitted on August 26, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ec
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Asst. Commissioner
Industrial Accident Commission
Building

Get confirmed

to the account of ______________________________ $______

SS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
4:00 p.m.
September 4, 1947

George E. Corliss
Box 76
Ontario, Oregon

State Highway Commission awarded you today contract for Anderson Valley and Swamp Creek Sections of Diamond Valley Secondary Highway, in Harney County, based on your low bid submitted August 26, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

so
Charge

HT-1(1) Rock Creek on Clackamas Secondary
Clackamas Secondary Hwy. 1947

2942

File

RECEIVED
SEP 13 1948
FORM E-30 20M
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

4T-1 (1)

September 10, 1948

SUBJECT: Request for release of warrants on final estimates.

To:
Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	12288	2942	6-Final	Lindstrom Bros.	6,483.25	334525	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This contract has been accepted and time extension is without penalty, as per notice on file with us.

BEW

ACCOUNTING DIVISION

By ______________
Bookkeeping Dept.

NOTED ON CARD
[illegible]

Approved H. B. Glaisyer
Secretary

RECEIVED
SEP - 1 1948
FOR FILING

2T-1 (1)

2942

August 31, 1948

Lindstrom Bros.
7335 N. E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 30 days, from June 30 to July 31, 1948, within which to complete your contract No. 2942 for the Rock Creek Bridge on the Clackamas Secondary Highway in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

RECEIVED
AUG 26 1948
FOR FILING

HT-1 (1)

2942

August 23, 1948

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

This to advise you that State Highway Contract No. 2942 for the Rock Creek Bridge on the Clackamas Secondary Highway in Clackamas County, has been completed by the contractor, Lindstrom Bros., and that final payment in the amount of $6,483.25 will be made on or after September 2, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $43,700.00, and that no force account work was performed therein. This contract was completed on July 9 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
cc: C. A. Tomassene, Agent
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

8 23 48

RECEIVED
JUL 23 1948
FOR FILING

A-T-1 (1)

294

July 22, 1948

Oregon State Highway Commission

Request for Extension of Time
No. 3
August 9 and 10 meeting.

Gentlemen:

Herewith application from Lindstrom Brothers, contractors, for the Rock Creek Bridge on the Milwaukie-Estacada Timber Access Road in Clackamas County, Contract No. 2942. This time extension is for the period from June 30 to July 31 for the purpose of completing the removal of the old bridge. The new bridge was completed well within the time extension previously given, but the approach fills were not sufficiently stable to permit traffic to operate over them. For this reason the contractor was ordered not to remove the old bridge until such time as the fills were stable. We would recommend that the extension be granted without penalty to the contractor.

The concurrence of the Public Roads Administration to this request is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

cc - W. C. Williams
G. S. Paxson

RECEIVED
APR 29 1948
FOR FILING

HT-1(1)

April 28, 1948

Lindstrom Bros.
7335 N. E. Broadway
Portland 16
Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 19, 1948, had under discussion your request for an extension of time of 90 days, from March 31 to June 30, 1948, within which to complete your contract No. 2942 for the Rock Creek Bridge on Clackamas Secondary Highway, in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Highway Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
4-28-48 gf

RECEIVED
APR 8 1948
FOR FILING

HT-1(1)

April 6, 1948

Request for Extension of Time
No. 5
April 19 and 20 meeting.

State Highway Commission

Gentlemen:

Re: Rock Creek Bridge on Clackamas Secondary
Highway in Clackamas County

Lindstrom Bros., contractor for the construction of the Rock Creek Bridge on Clackamas Secondary Highway in Clackamas County, Contract No. 2942, requests an extension of time, from March 31, 1948 to and including June 30, 1948, for the completion of this work.

This structure is in a section of highway now under contract for grading and surfacing. The bridge is complete but the approach embankment has not dried out sufficiently to permit surfacing. The bridge contractor, therefore, cannot remove the old bridge and complete his work. This extension is to allow time for the surfacing of the approach embankment and the removal of the old bridge. We are recommending that the extension be granted without penalty to the contractor.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson

RECEIVED
FEB 20 1948
FOR FILING

HT-1(1)

2942

February 19, 1948

Lindstrom Brothers
7335 N. E. Broadway
Portland
Oregon

Gentlemen:

The State Highway Commission at its meeting on February 3, 1948 had under discussion your request for an extension of time of 90 days, from December 31, 1947 to March 31, 1948, covering the Rock Creek Bridge on the Clackamas Secondary Highway, in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as the reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. O. Shelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

2-19-48

RECEIVED
JAN 15 1948
FOR FILING

HT-1 (1)

2942

January 9, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

Herewith request for extension of time, to and including March 31, 1948, for the completion of the work on the Rock Creek Bridge on the Clackamas Secondary Highway in Clackamas County, Contract No. 2942, Lindstrom Brothers, contractor. This is one of the Timber Access Road projects.

The award of this contract was held for a considerable period until the approval of the Federal authorities could be received. After the contract was awarded, the contractor made as good time as could be expected.

I recommend the extension of time as requested, without penalty to the contractor, which recommendation is concurred in by Mr. T. H. Davis, District Engineer, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
Attached
cc R. H. Baldock
H. B. Glaisyer
G. S. Paxson

RECEIVED
[illegible]
FOR FILING

HT-1 (1)

October 20, 1947

Lindstrom Bros.
7335 N. E. Broadway
Portland
Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 2942 which was awarded to you on September 17, 1947 by the State Highway Commission, covering bridge over Rock Creek on the Clackamas Secondary Highway, in Clackamas County.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
NOV 21 1947
FOR FILING
HT-10)
2942

September 17, 1947

Lindstrom Bros.
7335 N. E. Broadway
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of a 182-foot concrete bridge over Rock Creek on the Clackamas Secondary Highway between Estacada and Milwaukie, Clackamas County. This award was based on your low bid of $43,910 submitted on August 26, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. R. H. Probert
Mr. G. S. Paxson
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
Building

set confirmed

Charge to the account of ______________ $ Tolls

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
September 17, 1947
1:30 p.m.

Lindstrom Bros.
7335 N. E. Broadway
Portland 16, Oregon

State Highway Commission awarded you today contract for Rock Creek Bridge on Clackamas Secondary Highway, Clackamas County, based on your low bid submitted August 26, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

S-50(1) Crane-Princeton Sec., Diamond 1947
Valley Hwy.
#2943

RECEIVED

FOR FILING

ALASKA
MONTANA
OREGON S-50(1)
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of modification of agreement Oregon Project S-50(1), Crane-Princeton Section of the Diamond Valley Highway in Harney County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

WASpr 7404

Oregon Federal Aid Secondary Project No. S-50(1)

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement made on February 3, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-50(1); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $91,000.00 to $99,400.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-nine thousand, four hundred and 00/100 dollars ($99,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-nine thousand, four hundred and 00/100 ($99,400.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-four thousand, nine hundred eighty-eight and 55/100 dollars ($174,988.55), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on March 1, 1949.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By A W Schaupp
Member, State Highway Commission

By Ben R Chandler
Member, State Highway Commission

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U.S. Public Roads Administration.

Oregon Federal Aid Secondary Project No. S-50(1).

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FEB 25 1949
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S-50(1)

February 2, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Crane-Princeton Section, Project No. S-50 (1).

The amount of Federal funds setup in the enclosed estimate conforms to the amount requested in the final voucher submitted a few days ago. Also, the funds requested do not exceed the programmed amount as setup in the program approved by your department August 13, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-50 (1)

CRANE-PRINCETON SECTION OF THE
DIAMOND VALLEY HIGHWAY IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 22, 1949

Type Code 3210
Roadway (Sta. 1+60 to 420+40)

All Required		Clearing and Grubbing		$ 6,500.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
75,000	cu. yds.	General Excavation, Unclassified	0.43	32,250.00
69,000	yd. stas.	Short Overhaul	0.02	1,380.00
340	C-yd. stas.	Long Overhaul	0.50	170.00
7.97	miles	Finishing Roadbed and Slopes	500.00	3,985.00
270	lin. ft.	12" Corr. Metal Pipe	2.50	675.00
1,540	lin. ft.	18" Corr. Metal Pipe	3.50	5,390.00
170	lin. ft.	24" Corr. Metal Pipe	5.00	850.00
50	lin. ft.	Salvaging Culvert Pipe	1.50	75.00
24,000	cu. yds.	1½" - 0" Rock in Base	2.40	57,600.00
8,300	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	19,920.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
7.97	miles	Preparation of Base	150.00	1,195.50
3,200	cu. yds.	Furnishing and Placing Aggregates	3.90	12,480.00
220	tons	Furnishing and Placing 151-200 Asphalt	40.00	8,800.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	40.00	4,000.00
			Subtotal	$159,080.50
			10% Engr. & Cont.	15,908.05
			Total	$174,988.55
		Length	7.974 miles	
		Cost per mile, Roadway	$21,944.88	

Federal Secondary Funds- -$ 99,400.00
State Funds- 75,588.55

$174,988.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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JAN 21 1949
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FORM E-30 10M 6-40 23430

S-50 (1)
2943

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Jan. 20, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	117	2943	10 & 11-final	Inter-City Sand & Gravel Company	4,255.09	343202	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your notice of acceptance is on file with us.

aaw

ACCOUNTING DIVISION

By ____________
Bookkeeping Dept.

Approved ____________
Secretary

NOTED ON CARD
1-21-49 JC

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DEC 13 1948
FOR FILING

November 30th, 1948

FINAL COST ANALYSIS

Crane-Princeton Section
Prefix 113-1024-201(46)

50(1)
2943

Diamond Valley Secondary Highway
Contract #2943

Grade, Surface & Oil
Inter-City Sand & Gravel Co., Contractors
J. T. Burch, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$3,041.24	$6,500.00
St. Excavation	280.6	Cu. Yd.	$1.48	$3.00	416.60	841.80
Trench Excavation	174.5	" "	1.52	3.00	263.42	523.50
General Excavation	69,045.1	" "	0.376	0.43	25,960.21	29,689.39
Short Overhaul	64,416.7	Yd. Sta.	0.0166	0.02	1,072.65	1,288.33
Long Overhaul	310	C-Yd. Sta.	0.42	0.50	129.05	155.00
Finish R/B & Slopes	7.97	Mile	448.44	500.00	3,574.08	3,985.00
12" Corr. Metal Pipe	238	Lin. Ft.	1.80	2.50	427.35	595.00
18" " " "	1,378	" "	2.52	3.50	3,467.17	4,823.00
24" " " "	146	" "	3.89	5.00	567.84	730.00
Salvage Culvert Pipe	42	" "	0.91	1.50	38.30	63.00
1½"-0" Rock in Base	22,840	Cu. Yd.	1.97	2.40	44,978.91	54,816.00
3/4"-0" Rock in Base and Shoulders	8,530	" "	1.94	2.40	16,539.09	20,472.00
Sprinkling	829	M/Gal.	2.83	3.00	2,349.68	2,487.00
*Preparation of Base	7.97	Mile	134.38	150.00	1,070.98	1,195.50
*Furn. & Place Aggregates	3,143	Cu. Yd.	3.58	3.90	11,265.09	12,257.70
*Furn. & Place 151-200 Asphalt	221.55	Ton	35.28	40.00	7,816.99	8,862.00
*Furn. & Place RC-3 Asphalt	104.09	"	37.00	40.00	3,851.94	4,163.60
3/4"-½" Rock in S.P.	1,463.2	Cu. Yd.	2.45	2.40	3,585.29	3,511.68
½"-¼" Rock in S.P.	1,115.5	" "	2.51	2.40	2,796.24	2,677.20
¼"-0" Rock in S.P.	644.3	" "	2.45	2.40	1,585.88	1,546.32
PA #1, Prepare S.P. Sites	All				44.00	200.00

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Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #2, Purchase Excess 1½"-0" Rock in S.P.	206.6	Cu. Yd.	$1.35	$1.50	$279.61	$309.90
S.P. Screen Rejects	616	" "	0.25	0.25	154.00	154.00
Haul Adjustment, Favor of State	- 1,639.13	Yd. Mi.				- 163.91
					$135,275.61	$161,683.01

* Work items subcontracted all or in part to J. C. Compton Company

	Gross Revenue	Total Cost	Net Profit	% Profit
Inter-City Sand & Gravel	$143,061.71	$118,593.78	$24,467.93	17.1
J. C. Compton Company	18,621.30	16,681.83	1,939.47	10.4
Total Contract	$161,683.01	$135,275.61	$26,407.40	16.3

FINAL COST ANALYSIS
Crane-Princeton
J. C. Compton, Subcontractor

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	7.97	Mile	$134.38	$150.00	$1,070.98	$1,195.50
Place Aggregates	3,143	Cu. Yd.	1.25	1.40	3,941.92	4,400.20
Furnish & Place 151-200 Asphalt	221.55	Ton	35.28	40.00	7,816.99	8,862.00
Furnish & Place RC-3 Asphalt	104.09	"	37.00	40.00	3,851.94	4,163.60
					$16,681.83	$18,621.30

Detail of Costs
Crane-Princeton
Inter-City Sand & Gravel

Labor:		
Supervision	$7,447.00	
Labor	32,682.61	
State Industrial Accident Insurance	1,805.83	
Social Security & Unemployment Insurance	1,725.57	
		$43,661.01
Materials:		
Corrugated Metal Pipe:		
238 Lin. Ft. of 12" at $1.57	$373.66	
4 Each 12" Bands at $2.00	8.00	
1,380 Lin. Ft. of 18" at $2.18	3,008.40	
33 Each 18" Bands at $3.31	108.92	
146 Lin. Ft. of 24" at $3.39	494.94	
4 Each 24" Bands at $4.14	20.65	
		4,014.57
Equipment Rental & Miscellaneous:		
Equipment Rental	$26,932.65	
Rented Equipment	3,609.23	
Rented Trucks, Bare	9,814.16	
Gas, Oil & Grease	10,904.10	
Explosives: 115.49 Cwt. at $16.00	1,847.89	
Exploders, 1,792 at $0.14	251.66	
Wiring, All	19.67	
Lumber	15.00	
Drill Steel & Bits	421.50	
Freight & Cartage	4,396.41	
Field Office	704.35	
Small Tools & Misc.	6,306.81	
Bond	1,236.30	
Home Office & General Overhead	4,458.47	70,918.20
Total Cost		$118,593.78

Detail of Cost
Crane-Princeton
J. C. Compton, Subcontractor

Labor:			
Labor, Including Supervision		$2,669.35	
State Industrial Accident Insurance		60.06	
Social Security & Unemployment Insurance		98.77	
			$2,828.18
Materials:			
151-200 Asphalt	221.55 Tons at $20.00	$4,431.00	
RC-3 Asphalt	104.09 " " 21.50	2,237.94	
Freight on Asphalt	325.64 " " 13.67	4,451.36	
			11,120.30
Equipment Rental & Miscellaneous:			
Equipment Rental		$1,439.00	
Gas, Oil & Grease		538.69	
Small Tools & Misc.		289.00	
Bond		139.66	
Home Office & General Overhead		327.00	
			2,733.35
Total Cost........................			$16,681.83

Remarks:

This was a "Federal Aid Secondary Project" calling for the regrading, rocking and oiling of 7.97 miles of roadbed. The project was bid and awarded October 21st, 1947; work was started November 10th, 1947, and completed July 7th, 1948.

All items except the placing of the mineral aggregates and the furnishing and placing of the asphalt were handled by the contractor, with the oiling items subcontracted to the J. C. Compton Co.

Equipment used for the grading items consisted of one 13 cu. yd. carryall, one 14-18 cu. yd. carryall, three D-8 tractors, one D-7 tractor, two dozers, one heavy duty ripper, two #12 blades, one 315 compressor, one wagon drill, two jackhammers, one 1,000 gallon water wagon, one water pump, one welder, one flatbed truck, two pickups and small equipment and tools.

Equipment used for the crushing and placing of crushed rock consisted of one 3/4 cu. yd. shovel, one 4 cu. yd. truck, one pickup, one 10 ton roller, one light plant, one portable crushing plant unit, hired trucks throughout and the two blades and one water wagon used on excavation. The crusher unit was of a new type to any used heretofore on state projects and consisted of a 9" x 36" jaw crusher, a 24" roll crusher, a 3' x 10' two-deck screen and a D-8800 diesel motor, all mounted on a trailer as a single unit. Materials were conveyed from the plant to a small 3-compartment steel bunker, with a small wood bunker being used for rejects.

Clearing was handled by a blade and hand labor with a rototiller used back of the cut slopes and ditches for final cleanup.

Grading, except for 8,100 cu. yds. of solid material from Station 360 to Station 370, progressed very satisfactorily. Due to lack of experience on solid excavation and a very poor drilling and powder crew, the costs for this 8,100 cu. yds. were higher than required and added materially to the excavation costs.

Crushing proceeded exceptionally well in regard to lost time. Of a total of 947 hours of elapsed crusher time, only 7 hours were lost due to breakdowns etc. The crushing of the 1½" - 0 and 3/4" - 0 also proceeded very well as to output, the average hourly output for 31,370 cu. yd. of the two sizes being 49 cu. yd. The crushing of the mineral aggregate and maintenance materials, however, was very slow, 301 hours of working time being required to crush 6,366 cu. yd. of material for an average of 21 cu. yd. per hour. Output of this material could have been greatly increased by the addition of a large primary crusher ahead of the unit.

Oiling operations were carried on by the subcontractor in good shape, equipment being moved in from the Crow Flat project, a distance of 50 miles, for a very low move-in cost.

The spreading of the materials was handled by the full-width oiling method and a fair profit was made.

This project was well handled, had good equipment and made a fair profit. With more experience on solid excavation and increased production on oil rock materials, the contractor should be able to lessen his costs for these items on future projects.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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NOV 30 1948
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2943

November 29, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

This is to advise you that state highway contract No. 2943 for work on the Crane-Princeton Section of the Diamond Valley Secondary Highway, in Harney County, has been completed by the contractor, Inter City Sand and Gravel Co. Inc., and that final payment in the amount of $4,255.09 will be made on or after December 9, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $161,683.01, and that no force account work was performed therein. This contract was completed on July 7, 1948, and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Bryant G. DeBar
16 E. Broadway
Eugene, Oregon

NOTED ON CARD
11-29-48 gk

Form E-1—5M—1-48

8.50 (1)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 4, 1948

Section Crane-Princeton

Kind of work Regrading and Oil Mat Surfacing

Highway Diamond Valley Secondary

Section prefix 113-1024

Contractor Inter City Sand and Gravel Co.

Contract number 2943

Date of Contract October 21, 1947

Date of completion September 30, 1948

Date work started November 10, 1947

Estimated date of completion July 7, 1948

Amount of contract . . . . . . $ 164,840.50

Per cent of time elapsed 90.7 %

Estimated cost of completed project, exclusive of engineering . . . . $ 161,169.94

Per cent of contract completed, based on total contract price . . . . 98 %

Engineering cost to date $ 8,811, 5.3 %

Date project was completed July 7, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final Estimate and data sent to Division Office Wednesday.

(FINAL REPORT)

RECEIVED
SEP 7 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed John T. Burch

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.97	7.97			
Miles partially completed	"	"			
Miles completed	"	"			
Total estimated quantities	69,045	31,370	3,222	326 Tons Asphalt 3,423 cu. yd. Agg.	
Estimated quantities moved or placed to date	69,045	31,370	3,222	326 Tons Asphalt 3,423 cu. yd. Agg.	
Average daily quantities	486	270	25	41 Tons Asphalt 428 cu. yd. Agg.	
Average daily quantities necessary to complete project on time	Completed	Completed	Completed	Completed	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons	(No men or equipment used on project this week.)						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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5 5-2 (1)

2943

August 31, 1948

County Court of Harney County
Burns, Oregon

Gentlemen:

The State Highway Commission has officially accepted as completed the contract on the Crane-Princeton Section of the Diamond Valley Highway in Harney County.

As provided in the agreement dated September 16, 1947 between the State Highway Commission and Harney County, the sections referred to in the agreement as Units "A" and "B" are being turned over to the county for maintenance as a county road or roads, and the section known as Unit "C" is being abandoned as a part of said state highway and shall be under the jurisdiction and control of the county and may be vacated or kept by the county for such public use as the county may determine.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. C. H. Armstrong

96

RECEIVED
AUG 26 1948
FOR FILING
I - 50(1)
2943

August 20, 1948

United Pacific Insurance Co.
Medical Arts Bldg.,
Tacoma 1, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to the Inter-City Sand & Gravel Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2943 for the Crane-Princeton Section of the Diamond Valley Secondary Highway, Harney County. This payment, which is in the amount of $9,094.86, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,868.90. The present payment to the contractor will be made on or after August 30, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bryant O. DeBar, Agent
16 East Broadway
Eugene, Oregon

NOTED ON CARD

[illegible]

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JUL 12 1948
FOR FILING

5-50(1)

2143

July 8, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 7, 1948 on Contract No. 2943, Crane-Princeton Section, in connection with Federal Aid Project No. S-50 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

KHC/gs

cc to C. E. Armstrong

RECEIVED
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FOR FILING
ALASKA
MONTANA
~~OREGON~~
IDAHO
WASHINGTON
S-50(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

February 25, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-50(1)
Crane-Princeton

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LCaufield
L. D. Caufield
Principal Highway Engineer

Encls.

RECEIVED
[illegible]
COMMISSION

WA8pr 7404

(Revised 1946)

State Oregon

Federal Aid Secondary

Project No. S-50(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 3rd day of February, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of August, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-one thousand and 00/100 dollars ($91,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+60 in the NE 1/4, Section 12, T-25-S, R-33-E, W.M.,
and survey station 420+40 in the NW 1/4, Section 19, T-26-S, R-34-E, W.M.,
without exception

, length 7.974 miles, in Harney County,
being Oregon Federal Aid/ Secondary project No. S-50(1), consisting of 7.974 miles of
roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) The Highway Department will install, or cause to be installed, reflectorized cross-buck and advance warning signs at the railroad crossing at Station 25+67.7 concurrently with the construction of this project.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-one thousand and 00/100 dollars ($91,000.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-four thousand nine hundred eighty-eight and 55/100 dollars ($174,988.55), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 329, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield

Chairman, State Highway Commission
(Title of officer)

By A W Schaupp

Member, State Highway Commission
(Title of officer)

By Ben R. Chandler

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

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FOR FILING

S-50(1)

CRANE-PRINCETON SECTION

PROJECT NO. S-50(1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 21, 1947

RECEIVED
FOR FILING

S-50 (1)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-50 (1)

CRANE-PRINCETON SECTION OF THE DIAMOND VALLEY HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 25, 1947

All Required		Clearing and Grubbing		$ 6,500.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
75,000	cu. yds.	General Excavation, Unclassified	0.43	32,250.00
69,000	yd. stas.	Short Overhaul	0.02	1,380.00
340	C-yd. stas.	Long Overhaul	0.50	170.00
7.97	miles	Finishing Roadbed and Slopes	500.00	3,985.00
270	lin. ft.	12" Corr. Metal Pipe	2.50	675.00
1,540	lin. ft.	18" Corr. Metal Pipe	3.50	5,390.00
170	lin. ft.	24" Corr. Metal Pipe	5.00	850.00
50	lin. ft.	Salvaging Culvert Pipe	1.50	75.00
24,000	cu. yds.	1½" - 0" Rock in Base	2.40	57,600.00
8,300	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	19,920.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
7.97	miles	Preparation of Base	150.00	1,195.50
3,200	cu. yds.	Furnishing and Placing Aggregates	3.90	12,480.00
220	tons	Furnishing and Placing 151-200 Asphalt	40.00	8,800.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	40.00	4,000.00
			Subtotal	$159,080.50
			10% Engr. & Cont.	15,908.05
			Total	$174,988.55

Length of Roadway 7.974 miles
Cost per mile, Roadway $ 21,944.88

Federal Secondary Funds- -	$ 91,000.00
State Funds- -	83,988.55
	$174,988.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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FOR FILING

S-50(1)

November 20, 1947

Inter City Sand & Gravel Co.,Inc.
3698 U.S. Highway 99 South
[redacted]
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2943, which was awarded to you on October 21, 1947 by the State Highway Commission, covering the Crane-Princeton Section of the Diamond Valley Secondary Highway, in Harney County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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NOV 19 1947
FOR FILING

S-50(1)

November 12, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on November 10, 1947 on Contract No. 2943, Crane-Princeton Section in connection with Federal Aid Project No. S-50 (1).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:CW

RECEIVED
NOV 6 1947
FOR FILING
S-50(1)
2943

November 4, 1947

REFERRED TO Query BY SECRETARY

Mr. Bryant G. DeBar, Resident Agent
United Pacific Insurance Company
16 E. Broadway
Eugene, Oregon

QUERY

Dear Mr. DeBar:

I am returning to you today, by express, four copies of the contract that the State Highway Commission recently awarded to Inter City Sand & Gravel Co., Eugene, covering construction of the Crane-Princeton Section of the Diamond Valley Secondary Highway, in Harney County.

In presenting these contracts to the State Insurance Commissioner to approve the bond, our attention was called to the fact that your power of attorney for the company is limited to $25,000, whereas the amount of the contract bond is $164,840.50. The State Highway Commission will not accept a bond unless and until it has been approved by the State Insurance Commissioner, so we have no alternative but to returne the contracts to you to secure execution by someone who has power of attorney for the company to sign a bond of this amount or to secure such authority for yourself.

If the company grants you the authority, then you should file it with the State Insurance Commissioner accompanied by the customary fee or mail it direct to the State Highway Commission. In the event the company does not authorize you to sign this particular bond, then you should forward the copies to someone who does have the authority. Whichever way the matter is handled we would appreciate it very much if you would expedite it.

Since our telephone conversation this morning, we received a telegram from Mr. J. H. Stemmer, contract bond engineer with the United Pacific Insurance Company, advising that you have authority to sign a bond in the amount of this contract; however, Mr. Stemmer's authority to appoint you is not of record in the office of the State Insurance Commissioner, so we cannot accept his telegram as a binder. We thought it best to return the contracts to you today so as to avoid further delay.

Thanking you kindly for your cooperation, I remain

Respectfully yours,

sent express
9:00AM 11-6-47
Q

MBG:ee 11/5

Secretary
OREGON STATE HIGHWAY COMMISSION

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FOR FILING

5-5(1)

Class of Service

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

Files

WESTERN UNION

1201

(26)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA58 PD=PORTLAND ORG 4 1011A

NOV 4 AM 10 30

H B GLAISYER, SECRETARY=
OREGON STATE HIGHWAY COMMISSION SM=

BRYANT G DEBAR IS HEREBY AUTHORIZED TO SIGN PERFORMANCE BOND TO INTER CITY SAND AND GRAVEL CO, INC. IN THE AMOUNT OF $164,840.50 CONTRACT #2943=

J H STEMMER CONTRACT BOND ENGINEER.

Its good
Ins. Com.
F.Q.

$164,840.50 #2943.

APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
OCT 23 1947
FOR FILING

S-50(11)

2943

October 23, 1947

Inter City Sand & Gravel Co.
3698 - 99 South
Eugene, Oregon

Gentlemen:

The State Highway Commission on October 21 awarded you the contract for grading and oil mat surfacing, also furnishing crushed rock in stockpiles, on the Crane-Princeton Section of the Diamond Valley Secondary Highway, in Harney County. This award was based on your low bid of $ 164,840.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

mm
cc - S. H. Probert

RECEIVED
FOR FILING
OREGON DISTRICT
S-50(1)

xw

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 21, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in the award of contract as of this date to the Intercity Sand and Gravel Company, Eugene, Oregon, low bidders on Oregon Federal Aid Secondary Project No. S-50(1), the Crane - Princeton Section of the Diamond Valley Secondary Highway.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

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OCT 3 1947
FOR FILING

S-50(1)

October 1, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Crane-Princeton Section of the Diamond Valley Secondary Highway, Federal Aid Project No. S-50 (1), in Harney County.

Bids are to be opened on this project on Tuesday, October 21, at the Highway Commission meeting in Portland.

The project involves a relocation of a portion of the route between Crane and Princeton, leaving sections of the old road which the county has agreed to take back as county road, and either retain or vacate them, as the county may desire.

There is on file in the records of the Highway Department at Salem a map signed by all three members of the County Court of Harney County, on which the change is indicated, and which the county has approved.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. Oscar Cutler

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

S-50(1)

August 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in the rejection of all bids received today for the construction of Oregon Project No. S-50(1), Crane - Princeton Section of the Diamond Valley Secondary Highway.

Very truly yours,

T H Davis
T. H. DAVIS
District Engineer.

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OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
AUG 13 1947
FOR FILING

S-50-1

August 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In conformance with federal aid requirements, it is hereby agreed that the State will install reflectorized advance warning signs and reflectorized cross-buck signs at the grade crossing at Station 25+67 of the Crane-Princeton Section (Project FAS-50) of the Diamond Valley Secondary Highway.

This installation will be made prior to completion of Project S-50 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:lh

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

August 5, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-50(1), Crane - Princetown Section of the Diamond Valley Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

By scaling the large blueprint plans, there appears to be an error of about 50' in the station designation for beginning of project at Crane. Instead of Station 2+10, the correct designation would seem to be 1+60. Any error there may be is minor in extent and we have therefore considered revision of the documents as unnecessary until the project agreement stage.

Corrected in plans and papers.

We have not received an encroachment resolution covering that portion of the highway within the town of Crane, which according to the 1940 census, is incorporated. If this status still prevails, please furnish such resolution with the project agreement estimate.

Crane has no functioning city government

It will be necessary for us to withhold concurrence in contract award until advice is received that right-of-entry has been obtained in all cases where right-of-way has not yet been acquired. Also, concurrence in award will be contingent upon receipt of advice from you that the grade crossing at Station 25+68 will be protected in accordance with the requirements of General Administrative Memorandum No. 63 before completion of the project.

This advice sent 8/8/47

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

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AUG 8 1947
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
S-50 (1)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-50 (1)

CRANE-PRINCETON SECTION OF THE
DIAMOND VALLEY HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 1, 1947

All Required		Clearing and Grubbing		$ 1,000.00
200	cu. yds.	Structural Excavation, Unclassified	$3.00	600.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
75,000	cu. yds.	General Excavation, Unclassified	0.55	41,250.00
69,000	yd. sta.	Short Overhaul	0.02	1,380.00
340	C-yd. sta.	Long Overhaul	0.50	170.00
7.97	miles	Finishing Roadbed and Slopes	400.00	3,188.00
270	lin. ft.	12-inch Corrugated Metal Pipe	2.00	540.00
1,540	lin. ft.	18-inch Corrugated Metal Pipe	3.00	4,620.00
170	lin. ft.	24-inch Corrugated Metal Pipe	4.50	765.00
50	lin. ft.	Salvaging Culvert Pipe	1.50	75.00
24,000	cu. yds.	1½" - 0" Rock in Base	2.35	56,400.00
8,300	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	20,750.00
1,000	M-gal.	Sprinkling	3.00	3,000.00
7.97	miles	Preparation of Base	200.00	1,594.00
3,200	cu. yds.	Furnishing and Placing Aggregates	3.75	12,000.00
220	tons	Furnishing and Placing 151-200 Asphalt	37.00	8,140.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	37.00	3,700.00
			Subtotal	$159,382.00
			10% Engr. & Cont.	15,938.20
			Total	$175,320.20

Length of Roadway	7.974 7.965 miles
Cost per mile, Roadway	$22,011.32

Federal Secondary Funds	$ 91,000.00
State Funds	84,320.20
	$175,320.20

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S-50(1)

CRANE-PRINCETON SECTION

PROJECT NO. S-50 (1)

While negotiations for rights of way are in progress, three parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is believed that all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 1, 1947

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
~~IDAHO~~
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

S-50(1)

July 23, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter dated July 17, 1947 concerning the survey on S-50(1), the Crane - Princeton Secondary Highway Project.

Your statement is accepted as sufficient justification for the design as submitted for review, and you have our assurance that the P.S.& E. will be recommended for approval upon submission, conditioned upon approval of the program.

Original (Field) Design OK

Very truly yours,

T. [illegible]. DAVIS
District Engineer.

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JUL 24 1947
OREGON
STATE HIGHWAY COMMISSION

10-1123 Gardiner Sec., Oregon Coast Hwy. 1950

#2944 Folder # 2

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SEP 5 1951
FOR FILING

10-1123

2944

Salem, Oregon
August 24, 1951

Mr. M. H. Hawks
Auditor
Building

Dear Mr. Hawks:

Attached are two notices of garnishment served in this office at 4:50 p.m., August 23, 1951. One of the garnishments is against Ashbahr Company, Inc., in the sum of $234.73. The other garnishment is against Albert W. Denton, d.b.a. Denton Construction Company in the sum of $1,189.50. Both Garnishments have been served by the State Tax Commission for taxes due the State of Oregon.

We have been unable to ascertain the contracts to which the garnishment against the Denton Construction Company applies, but from the name of the name of the company we find three contracts awarded to them; namely, Contracts 2888, 2899 and 2944. We have no information concerning the Ashbahr Company, Inc.

Please withhold payments as required by the notices of garnishment and forward them to Mr. Devers for further handling when you have finished with them.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. J. M. Devers

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1951
FORM E-60 25M 3-46
FOR FILING
10-1123

2944

C O P Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1951

SUBJECT:

Referred to
Querry
by secretary
Note on cards then
return to me.

To: Mr. H. B. Glaisyer

OFFICE

Re: Contracts 2899, 2888 and 2944

Dear Mr. Glaisyer:

Please refer to the agreement between the Highway Commission and the Glens Falls Indemnity Company concerning the Denton Construction Company contracts, the original of which agreement you have in your files. Will you please get for me a warrant or check covering the amount of money earned but unpaid with respect to the said contract?

I am under obligation to mail this to John M. Coke for the glens Falls Indemnity Company. If you prefer to mail it to him you may do so but send me a copy of the letter of transmittal.

Yours very truly,

J.M. Devers

J. M. Devers

JMD: PW

Noted on Card
6-1-51 GL

MEMO: Agreement with Glens Falls Ind. Co. filed in Con. #2944.

Told Miss Wicklander
on 6/6 to get warrants on
contracts 2899 and 2944
from S. of State to give
them to me.

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JUL 31 1951
FOR FILING

10 - 1123

2944

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

May 21, 1951
Salem, Oregon

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
OFFICE

If you will remember we have for sometime been holding as "out for signature" four estimate vouchers, one on Contract No. 2944 with the Denton Construction Company and Nos. 3011, 3012, and 3018 with the Shoreline Construction Comapny. All four had been handled through the assignee which is the Glens Falls Indemnity Company.

Today we received back properly signed, the original estimate vouchers on Contract Nos. 2944, 3011, and 3012 and the signed final release on 3018 which has been removed when the original was first sent back. This permitted us to send these four estimate vouchers to Mr. Taylor's section for numbering. I am attaching for your files the letter from the insurance company which accompanied the vouchers. I have made copies of the letter for myself and Mr. Taylor and it now appears that any further hold-up of the vouchers or payments will be a matter of Mr. Taylor checking with your office.

Very truly yours,

Carl F. Smith (Signed)
Carl F. Smith
Claims Supervisor.

CFS:MH

CC: D. B. Taylor

Note: Phoned Taylor 4:45 P. M. 5/21 to hold up payment on all jobs
Ph n

JOHN S. Coke and John M. Coke
Attorneys at Law
1012-1015 Yeon Building
Portland, Oregon

Telephone Atwater 0838

May 17, 1951.

Mr. Carl F. Smith
Accounting Division
Oregon State Highway Commission
Salem, Oregon.

Re: Denton Construction Company,
State Contract #2944
Shoreline Construction Company,
State Contracts #3011, 3012 and
3018.

Dear Mr. Smith:

You have previously forwarded to us for completion on these various state highway contracts the final vouchers, assignment forms and final release forms. We have purposely delayed execution of the same until we coulf properly certify that the various labor and material claims were disposed of, either by payment by ourselves or were outlawed according to the Oregon statute.

In order that payments can be made by you on the various funds retained by you upon these contracts, we submit the following:

State Contract No. 2944, Gardiner Section, Oregon Coast Highway, Douglas County, Oregon; Denton Construction Company:- Executed assignment of Claim dated May 16, 1951; Certificate of payment of claims; Executed Estimate Vouchers, Estimates 12 and 13 Final, in the sum of $7,590.23.

State Contract No. 3011, Brush Creek-Hunter Creek Job, Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of payment of claims; Executed Estimate Vouchers, Estimate 8 Final, in the sum of $1,792.04.

State Contract No. 3012, Hunter Creek-California State Line, Oregon Coast Highway, Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of Payment of Claims; Executed Estimate Vouchers, Estimate 8 Final, in the sum of $1,792.04.

(voucher to
D. B. Taylor
5-21

State Contract No. 3018, Hood River Munction-Odell Creek; Shoreline Construction Company;--Executed Certificate of Payment of Claims. (Our records indicate that the Assignment of Claim form and the estimated voucher #9 Final were both previously executed by us and forwarded to you on Contract #3018. The final estimate was in the sum of $2,752.23.(.

(Wickl.-is holding Vou) Regarding State Contract #2899, Madras Section of The Dalles-California Highway, Jefferson County, in which the contractor was the Denton Construction Company, our records indicate tjat tje vouchers, certificate, the assignment form and the final release form have been executed by us and forwarded to you. The remaining balance held by you under this contract is in the sum of $1,731.83.

The final payments on the Denton Construction Company contracts No. 2899, the Madras Job, and No. 2944, the Gardiner job--have been withheld by the State Highway Commission because of various levies by the Collector of Internal Revenue, We have today conferred with Mr. J. M. Devers, the Chief Counsel for the Commission, and have entered into a form of agreement between the State Highway Commission and the Glens Falls Indenmity Company, Which agreement will be presented to the State Highway Commission at its monthly meeting on May 24th, and if approved by the Commission, the funds withheld will be released to us.

As your records will show, the Denton Comstruction Company and the Shoreline Construction Company have made assignments to the undersigned, Glens Falls Indemnity Company, their respective surety, of all funds on the above mentioned state contracts. In addition each has executed a power of attorney to the undersigned. Would you, therefore, as you have previously, make payments to the Glens Falls Indemnity Company, as assignee and forward drafts c/o John M. Coke, Attorney for Glens Falls Indemnity Company, 1012 Yeon Building, Portland, Oregon.

We will be glad to assist you in any way you deem necessary in the matter.

Yours very truly,

GLENS FALLS INDEMNITY COMPANY

BY

(John M. Coke, signed)
its attorney.

JMC:rg

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FOR FILING

10-1123

2944

JOHN S. COKE AND JOHN M. COKE
ATTORNEYS AT LAW
1012-1015 YEON BUILDING
PORTLAND, OREGON
TELEPHONE ATWATER 0838

May 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company,
State Contract #2944;
Shoreline Construction Company,
State Contracts #3011, 3012 and
3018.

Dear Mr. Glaisyer:

We are enclosing herewith a copy of a letter, together with enclosures, which we have today addressed to Carl F. Smith of the Accounting Division, State Highway Commission, requesting final payments on the above contracts. As stated in this letter, we have purposely delayed making the certificate of payment as to the various claims on these jobs until the various claims were either paid or were outlawed according to statute. We have, of course, in addition paid substantial amounts on claims that were not filed with your office.

On the unpaid claims of record which our few in number, we are of the opinion that these have now been outlawed under Section 98-205, as amended Oregon Laws 1945, Chapter 324, which we quote, in part, as follows:

> "Any person who has supplied labor and material under the conditions herein provided * * * is hereby authorized to institute an action within two years after supplying such labor and materials in the Circuit Court of this State or the Federal Court of this District, and not otherwise against said contractor or sureties on his own relation".

We will be very glad to discuss our position with you and to bring such records as you deem necessary in order to satisfy you as to our position.

Mr. H. B. Glaisyer, Secretary
Page 2
May 17, 1951

Due to the fact that there were numerous claims on the Denton Construction Company and Shoreline jobs, it is impossible to set forth in detail in this letter the status of these claims.

Yours very truly,

John M. Coke

John M. Coke

JMC:rg
cc-Mr. Devers

RECEIVED
NOV 6 - 1950
FOR FILING

10-1123

2944

Mrs Sims

November 2, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated October 27 from John W. Purvis, attorney for the Gardiner Lumber Company, advising that their claim against Denton Construction Company was paid on or about January 9, 1950. The amount of payment is not mentioned in Mr. Purvis' letter, but in our records we note the claim received from the Gardiner Lumber Company on March 28, 1949, in the amount of $483.45. You were notified concerning this claim on March 29, 1949.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond furnished in connection with Contract 2944.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/1

cc - Jewett, Barton, Leavy and Kern
Lewis Building P
Portland 4, Oregon

Roy F. Owens Company
Spalding Building
Portland 4, Oregon

Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
11-2-50, g C

71.5

Mrs Lewis

November 2, 1950

Mr. John W. Purvis
Attorney at Law
City Building
Reedsport, Oregon

Dear Mr. Purvis:

We acknowledge with thanks your letter of October 27 advising that the Gardiner Lumber Company's claim against Denton Construction Company, State Highway Contract No. 2944, has been paid by John M. Coke, attorney for Glens Falls Indemnity Company.

According to our records this claim was received in our office on March 28, 1949, in the amount of $483.45.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 11/1

NOTED ON CARD

11-3-50

JOHN W. PURVIS
ATTORNEY AT LAW
CITY BUILDING
REEDSPORT, OREGON

October 27, 1950

State Highway Commission,
Salem, Oregon.

Attention H. B. Glaisyer, Secretary.

Gentlemen:

I was the attorney for Gardiner Lumber Company, retained to collect a claim of said company against Albert W. Denton, dba Denton Construction Company, for lumber sold to said Construction Company, which was utilized in the performance of its Contract No. 2944 with the Oregon State Highway Commission, for the grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway, in Douglas County, Oregon.

A lien was filed in the office of the Secretary of State, pursuant to Section 98-101, O.C.L.A., and at a subsequent date, that is, on or about January 9, 1950, said claim was paid by John M. Coke, Attorney for Glens Falls Indemnity Company.

Sincerely yours,

John W. Purvis

John W. Purvis
Attorney at Law

JWP:B

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[illegible]
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FOR FILING

10-1123

2944

October 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have your letter of October 26 to which was attached a copy of a letter from the Portland Wire and Iron Works advising that their claim in the amount of $1,471.71 against Denton Construction Company on State Highway Contract 2899 has been paid in full, and also that their claim in the amount of $522.21 against Denton Construction Company on State Highway Contract 2944 has been paid in full.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30

NOTED ON CARD

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NOV 1 - 1950
FOR FILING

10-1123

2944

October 31, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a letter, the original of which was written to the Secretary of State, in which the Portland Wire and Iron Works advised that their claims in the amounts of $1,471.71 and $522.21 against Denton Construction Company on State Highway Contracts 2899 and 2944 have been paid in full.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with the above-mentioned contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD

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FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

10-1123

2944

October 11, 1950

Copy

Miss Doris Barnes
Chief, Legal Section
Internal Revenue Department
Portland 9, Oregon

Re: Albert W. Denton dba
Denton Construction Co.

Dear Miss Barnes:

I have just been furnished the information which you requested in connection with the Denton Construction Company contracts and I enclose that information on the attached sheet.

I shall be glad to discuss this matter further with you and the Bonding company.

Oregon law provides that highway funds are trust funds and are dedicated to the payment of labor, material and other claims incurred in connection with highway construction. The Denton Construction Company failed financially and its surety or bonding company took over the work and completed it at a substantial loss. The bonding company has paid many labor and material claims and there are some still unpaid.

It is my understanding that the government's claim did not develop out of any transaction connected with any of these jobs but is a debt incurred in connection with an independent contract unrelated entirely to the State work, but was instead, as I am advised, a contract with the Bonneville Power Administration. It is because of the radical divorcement between the government's claim and the funds in dispute that I have been compelled to say to the Commission that in my opinion moneys earned and unpaid under the Denton Construction Companys contracts are pledged first to the payment of labor and material claims, whether those claims be paid by the contractor or the contractor's bonding company.

If the government's claim had developed in connection with any one of these contracts then I can see where there might be ground or law upon which to give the government's claim preference over the other claims connected with the jobs, but as I have stated, the government's claim, if I am correctly informed is in nowise related to any one of these jobs. I shall welcome an opportunity to have this issue disposed of and I shall cooperate with you and the bonding company to that purpose.

The amount of unpaid claims shown against each job should be understood as estimates only. Our information with respect to unpaid claims is predicated on and computed from claims filed with the Commission. It is altogether probable that many of the claims filed have been paid, but the claimants do not advise the Commission with respect to that matter, so, as I have said, in giving information concerning claims against the respective jobs we have simply given the total of claims filed regardless of the dates upon which the claims were filed.

Yours very truly,

J. M. DEVERS

JMD:JK
cc: John M. Coke, Atty.
Paul Lynch
H. B. Glaisyer
Encl.

Denton Construction Companys Contract #2888 - Ashland

*****

Denton Construction Company Contract # 2899 - Madras

*****

Denton Construction Company Contract # 2944 - Gardiner

(1) Amount of contract $98,308.00.

(2) Total amount earned under contract $99,028.03.

(3) Total amount paid $91,437.80.

(4) Total amount withheld $7,590.23.

(5) Total amount of unpaid claims against job
$82,420.73. (Approximately)

Copy

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2944

October 5, 1950

J. M. Devers
Chief Counsel

In response to your request I hand you herewith two copies of the list of claims that have been filed against Denton Construction Company, Contract No. 2944 on file in this office for the construction of the Gardiner Section of the Oregon Coast Highway, and two copies of the list of claims that have been filed against Denton Construction Company in connection with State Highway Contract No. 2899 for improvement of The Dalles-California Highway in Madras.

Both lists are complete insofar as the office has knowledge of claims against both jobs, and we have no record whatsoever that any of the claims have been satisfied.

Secretary

MBG/fm

Enc. 4

LIST OF CLAIMS I D AGAINST CONTRACT NO. 2944, I ON CONSTRUCTION CO.

12-8-47	Lester W. Shields	Labor, no amt. specified	$
9-2-48	Don Baldridge		186.91
8-31-48	Reedsport Machine Works	Labor & Material	62.94
10-5-48	Del R.Beebe	Labor & Equipment Rental	App. 648.51
10-6-48	Jack Robinson	Equip.rental & Misc.	3,686.49
10-23-50	Umpqua River Navigation Co.	Material & Rental	App.31,496.30
11-11-48	Waterworks Supplies Co.	Materials	58.16
11- 9-48	Rogers and Kuni	Concrete Pipe	708.26
11-13-48	James P. Denton (This claim amended in filing with Sec.of State to $28,955.55)	Dump Truck Rental	3,900.00
11-23-48	A. B. Daly & Co.		48.23
12- 2-48	Siuslaw Forest Products,Inc.		412.89
12-14-48	West Coast Telephone Co.		570.87
12-11-48	Portland Wire & Iron Works	Materials	522.21
12-15-48	Dolan & Scrfling		435.37
1-5-49	State Industrial Accident Commission	Unpaid Contributions	1,368.70
1-15-49	Wayne M. Woodward	Dump truck hauling	4,009.71
1-22-49	J & J Tire Co.	Tires	237.45
2- 4-49	U.S.Collector Internal Revenue	Notice of Levy	10,831.82
1-17-49	Mary R. Janelle	Broken windows	33.00
3-16-49	Lillebo Equipment Co.	Materials	17.50
3-18-49	Donald V/ Baldridge	Labor & Material	186.91
3-23-49	Reedsport Logging Supply	Materials	61.21
3-23-49	Gardiner Service Station	Materials	1,090.54
3-25-49	Gardiner Lumber Co.	Lumber	483.45
4- 4-49	James P.Denton	Dump truck rental (amended)	2,590.00
5- 2-49	Wilson Bros.	Hauling	77.25
6-14-49	James C. Denton	Salaries, Wages,etc.	6,000.00
6-22-49	Hugh E. Earle, Collector of Internal Revenue	Notice of Levy	4,806.16
7- 5-49	Hohn B. Robison	Services as Supt. (no amount)	
7- 8-49	Hugh H. Earle, Col.Int.Revenue	Notice of Levy	2,370.93
7-28-49	Hugh H. Earle, Col.Int.Revenue	Notice of Levy	4,496.96
8-12-49	State Tax Commission	Withholding Taxes	App. 1,022.00

IST OF CLAIMS FIL AGAINST CONTRACT NO. 2899, DENT CONSTRUCTION COMPANY

8-4-47	S. B. Johnson	Labor	$ 181.54
12-4-47	Lester W. Shields	Labor, no amount specified	
1-28-48	Central Wood Products, Inc.	Material, no amt. "	
2-27-48	Portland Wire & Iron Works	Material	1471.71
9- 3-48	W. C. Bauman Co. (Cunningham & Smiley, sub-contrs.)	Equipment rental	231.00
9-24-48	Adler Construction Co. (Cunningham & Smiley)	Materials & Equipment	1020.30
10-18-48	Jefferson Co.	Work & Equipment	165.00
10-21-48	Armco Drainage & Metal Products, Inc.	Sewer Pipe	4009.00
11-19-48	S. U. C. C.	3rd quarter	1602.01
~~[illegible]~~	~~[illegible]~~	~~[illegible]~~	
12-13-48	Prineville Sand & Gravel Co.	Sand	50.00
12-23-48	T. W. Thomas	Rental of Water Wagon	230.00
1-6-49	Accident Commission (State)	Unpaid contributions	227.60
2- 4-49	U.S.Collector Internal Revenue	Notice of Levy	10,831.82
3-31-49	James P. Denton	Materials & Equipment (amended)	520.00
4- 1-49	James P. Denton	" " (amended)	2,590.00
6-22-49	Hugh H. Earle, Collector of Internal Revenue	Notice of Levy	4806.16
7- 8-49	Hugh H. Earle, Col. Internal Revenue	" " "	2370.93
7-28-49	Hugh H. Earle, Col. Internal Revenue	" " "	4496.96
8-12-49	State Tax Commission	Withholding Tax plus Penalty & Interest	1022.00
8-12-49	James C. Denton	Salaries, Wages, Expense Monies (amended)	9000.00

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RECEIVED
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2944

NOA-15

June 22, 1950

Mr. John M. Coke
Attorney, Glens Falls Indemnity Co.
c/o Crandall & Coke
Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

Reference is made to your letter of May 23, 1950, directed to the Oregon State Highway Commission, Attention, Mr. Ben. R. Chandler, Chairman, concerning state highway Contract No. 2944 awarded to Albert N. Denton, dba Denton Construction Company, for the construction of the Gardiner Section of the Oregon Coast Highway.

In your letter you recite the history of this project, which the Glens Falls Indemnity Company was obliged to take over and complete for Mr. Denton because of the latter's financial difficulty. You also ask relief from payment of the penalty amounting to $3,665.68, which the State Highway Commission imposed for failure of the contractor to complete the project within the specified time limit.

Your letter had the attention of the State Highway Commission at its last meeting when it was given very careful consideration. In connection therewith the Commission had the benefit of a report from the State Highway Engineer, who gave details with respect to Mr. Denton's operations. Considering the facts as disclosed by the Engineer, the Commission could not see its way clear to grant your request, as there appears to be no justification for the relief that you seek. The Commission ordered the amount of the penalty collected. I was instructed to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ts

1 A-15

HEATHMAN HOTELS
HARRY E. HEATHMAN
MANAGER

HEATHMAN HOTEL
S.W. PARK AT SALMON

NEW HEATHMAN HOTEL
S.W. BROADWAY AT SALMON

PORTLAND 5, OREGON

Mr Baldock: —

Forwarding the request of the Glen Falls Idemnity company, bondsmen for the Kenton Construction Company on the [illegible] job, that the penalty be remitted on account of the unusual loss which they were compelled to meet when the Kenton Company became insolvent. They also feel that the penalty was very unusual and not in accordance with our customary practice - the department even going to the extent of charging full time for ~~[illegible]~~ Sumpter [illegible] [illegible] for September and October ×(Over)

In our desire to encourage small contractors Kenton has been treated very patiently but he has persisted in bidding jobs beyond his ability to perform.

~~There has been no time charged for Thompson except when he~~;

There was probably some little confusing and possibly some expense caused by the necessary substituting an engineer for Thompson after his death but had the job been completed on time this would have been avoided so there is no reason for the state to assume this.

The Payroll and the weekly reports as checked in Salem and Roseburg Division Office show Gunter worked the full month with considerable overtime in September and October. He is on a monthly salary with exchange time. No change has been made for the exchange time

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HEATHMAN HOTELS
HEATHMAN HOTEL
S.W. PARK AT SALMON
HARRY E. HEATHMAN
MANAGER
NEW HEATHMAN HOTEL
S.W. BROADWAY AT SALMON
PORTLAND 5, OREGON

In 1947 he attempted to do a small job on the Ashland Plaza. After keeping the town torn up all summer the department finally had to rent him one of our paving plants with crew in order to ~~rescue~~ the community from a winters mud. Even after this experience he bid the Gardiner job and also took on a difficult clearing job from the Bonneville Power. He gave no personal attention to the Gardiner job nor did he have adequate equipment or personell.

We started out the job with Gaul's North Bend party. One inspector on the job with an occasional day for the engineering party should have been sufficient but the job was so mishandled and so little attention paid to preserving stakes that a special

A-15

party had to be assigned to the job and they were compelled to spend a large part of their time on the job. Their actual time has been taken from payrolls and weekly reports by Probert office and checked by the Division Engineer. No charge has been made for exchange time of which there was a considerable amount as for two straight weeks in September the party worked 10 hours per day for 7 days per week.

The job has cost the department a great deal more in unnecessary engineering than the amount assessed after the completion date since much unnecessary time was incurred prior to the completion date than would have been necessary under a competent contractor who realized the

HEATHMAN HOTELS
HARRY E. HEATHMAN
MANAGER
HEATHMAN HOTEL
S.W. PARK AT SALMON
NEW HEATHMAN HOTEL
S.W. BROADWAY AT SALMON
PORTLAND 5, OREGON

necessity of preserving stocks and had some knowledge of selling formo to grade.

Bonding companies receive adequate remuneration for protecting the department in case of failure of incompetent contractors. In this case they have not been charged an excessive amount – in fact only a modest proportion of the unnecessary cost to the department.

Yours truly
H G Smith

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NOA-15

2944

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 26,1950

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer

Dear Mr. Baldock:

Regarding the request of the Glen Falls Indemnity Company bondsmen for the Denton Construction Company on the Gardner job, that the penalty be remitted on account of the unusual loss which they were compelled to meet when the Denton Company became insolvent. They also feel that the penalty was very unusual and not in accordance with our customary practice -- the department ever going to the extent of charging full time for Gunter, head chainman for September and October .

There was probably some little confusion and possibly some expense caused by the necessity of substituting an engineer for Thompson after his death, but had the job been completed on time this would have been avoided, so there is no reason for the state to assume this.

The payroll and the weekly reports as checked in Salem and Roseburg Division Office show Gunter worked the full month with considerable overtime in September and October. He is on a monthly salary with exchange time. No charge has been made for the exchange time.

In our desire to encourage small contractors, Denton has been treated very patiently but he has persisted in bidding jobs beyond his ability to perform.

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We staked out the job with Gaul's North Bend party. One inspector on the job with an occasional day for the engineering party should have been sufficient, but the job was so mishandled and so little attention paid to preserving stakes that a special party had to be assigned to the job and they were compelled to spend a large part of their time on the job. Their actual time has been taken from payrolls and weekly reports by Probert's office and checked by the Division Engineer. No charge has been made for exchange time of which there was a considerable amount, as for two straight weeks in September the party worked 10 hours per day for 7 days per week.

The job has cost the department a great deal more in unnecessary engineering than the amount assessed after the completion date since much unnecessary time was incurred prior to the completion date than would have been necessary under a competent contractor who realized the necessity of preserving stakes and had some knowledge of setting forms to grade.

Bonding companies receive adequate remuneration for protecting the department in case of failure of incompetent contractors. In this case they have not been charged an excessive amount -- in fact only a modest proportion of the unnecessary cost to the department.

Yours truly,

H G Smith

H. G. Smith

HGS:md

Written at
Commission meeting
May 26-50

KERN CRANDALL
JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

May 23, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Ben R. Chandler, Commissioner

Re: State Highway Contract #2944
Gardiner Section,
Oregon Coast Highway
Denton Construction Co.,
contractor.

Gentlemen:

On October 22, 1947, the Oregon State Highway Commission awarded a contract to Albert W. Denton dba Denton Construction Co. The work involved the grading and bituminous MacCadam surfacing on what is known as the Gardiner Section of the Oregon Coast Highway. The amount of the contract was in the sum of $99,028.03.

The Glens Falls Indemnity Company of New York in compliance with the state statute and the rules of the State Highway Commission bonded the Denton Construction Co., in the full amount of the contract. The undersigned are the attorneys for the surety, The Glens Falls Indemnity Company.

The contractor started work on State Contract #2944 on November 17, 1947. The specified completion date was August 31, 1948. In the latter part of September 1948 the contractor notified the surety that he was in financial difficulties and was unable to meet the payroll and further that the completion date had already expired as of August 31, 1948. This was the first time that the surety had been advised by either the contractor or the State of the financial condition or of the progress of the job. About that period the writer discussed this situation with your Mr. Glaisyer and Mr. Devers. On October 2, 1948 the surety took an assignment from the contractor of all funds due and owing and all monies to be earned on this job. The assignment was accepted by the state on October 7, 1948. From October 2, 1948 until about December 15, 1948, when the job was shut down by the request of the state because of weather the surety advanced to the contractor the approximate sum of $25,000.00 to meet payrolls and pay for materials on the job. On April 7, 1949 the contractor Albert W. Denton wrote the Commission a letter to the effect that he was in financial difficulties and was unable to proceed with the job. On April 27, 1949 the State Highway Commission through it's Chief Counsel, J. M. Devers, officially notified the contractor that he was in default and subsequently the surety, The

NOTE TO [illegible]
DATE 6/22

Glens Falls Indemnity Company took over completion of the job. The completion of the job was sub-contracted by the surety to contractors, Harr and Horton, at a cost of about $25,000.00. The job was actually completed on June 30, 1949 and accepted by the Commission August 19, 1949.

On June 29, 1949 the Glens Falls Indemnity Company as assignee of the Denton Construction Co., formally requested the Commission for an extension of time to complete the construction without penalty. The request was on the basis of the inability of the prime contractor and the default. The Commission on August 17, 1949 acted on the request but specified that there would be a penalty for engineering costs. The engineering department of the State Highway Commission has now presented to the surety a penalty in the amount of $3,665.68 allegedly due to failure of the contractor to complete within the time specified. Our client, The Glens Falls Indemnity Company, after an investigation of the facts is of the opinion that this penalty is not in order and is excessive and should not be invoked and respectfully request the Commission that it be waived.

Regarding some of the items of the engineering department in its statement submitted to us, there is a claim in the amount of $843.61 for Tabb Thompson, the resident engineer. We were informed by contractors Harr and Horton, who completed the job for us, that Mr. Thompson was killed as a result of an automobile accident in the Fall of 1948, while the job was in progress, and that because of his death the state incurred extra engineering costs, this of course, was no fault of the surety. Regarding another item in the statement is that of a claim for John L. Gunter, Head Chainman, who worked as a chainman on the Gardiner job 30 days in September and 31 days in October. In other words he would have been on the job every day in the month including Sundays and Holidays. We know this is not the case. We bring this to the attention of the Commission as one of our numerous reasons for objecting to the penalty. After we entered into the picture in the early part of October 1948, we did our best to see that the job was moved along as fast as possible and practically all the work except the oiling was completed about December 1, 1948. The job was then shut down because of the fact that the state engineers will not permit oiling except during the good weather. In May of 1949 we had our sub-contractors, Harr and Horton on the job and the oiling done as soon as the weather permitted.

The Glens Falls Indemnity Company has suffered a net loss on this job of approximately $45,000.00 with no possibility of any salvage. We feel that we have fulfilled all our obligations to the State Highway Commission by completing the job to its satisfaction and we have at all times since we became aware of the difficulties of the contractor, attempted to fully co-operate with the State Highway Commission in getting the job done. We believe this will be verified by your Messrs. Devers, Glaisyer, and W. C. Williams.

We may be misinformed but it is our understanding that the Commission has in only rare cases invoked a penalty for engineering costs and this only in the case where the contractor has wilfully delayed the progress of the job. Such is not the case in this matter and we again respectfully request the Commission that the penalty sought in the sum of $3,665.68 be waived.

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

John M Coke

By: John M. Coke, Attorney

JMC:sh

KERN CRANDALL
JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

May 23, 1950

Mr. Ben R. Chandler
Portland Hotel
Room #214
Portland, Oregon

Dear Mr. Chandler:

I am attorney for the Glens Falls Indemnity Company, the bonding company on one of the State Highway jobs known as the Gardiner Section of the Oregon Coast Highway, State Contract #2944, and have been attempting in behalf of my client to obtain a waiver of a penalty invoked by the engineering department for so-called excess engineering costs on this job, in the sum of $3,665.68, which we do not believe is proper.

Yesterday I was in Salem and talked with Mr. J. M. Devers, attorney for the Commission, regarding this and he suggested that I discuss this matter with yourself, with the possibility that it might be taken up as an order of business at your next meeting. Mr. Devers is aware of the facts of the case and he intimated that he did not believe the penalty was in order.

For your assistance I have prepared a letter addressed to the Commission which I believe fairly accurately states the facts of the case.

I would greatly appreciate your cooperation in the matter.

My best personal regards to Mrs. Chandler and yourself.

Very truly yours,

CRANDALL & COKE

John M. Coke

JMC:sh
Encl.

KERN CRANDALL
JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

April 20, 1950

Min. HOA-13 —
5-26-50
Page 20

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company
Contract Nos. 2899 and 2944

Dear Mr. Glaisyer:

We acknowledge receipt of your letter of April 19th in regard to the present status of the accounts on contract Nos. 2899 and 2944 of the Denton Construction Company.

Regarding contract No. 2899, known as the Madras job, we agree with you that the sum of $1,731.83 is the amount due the Glens Falls Indemnity Company as assignee of the contractor, Albert W. Denton doing business under the assumed name and style of Denton Construction Company.

Regarding contract No. 2944, known as the Gardiner job, we agree that the retained percentage on estimate No. 11 was the sum of $7,373.10. We believe you were in error in making the following statement: "certain amounts were earned by the contractor subsequent to payment of estimate No. 11." If you are referring to the contractor or the Denton Construction Company, we believe that your records will show that any amounts earned on estimate No. 12 were earned and are payable to the surety or the Glens Falls Indemnity Co., the Denton Construction Company having been declared in default prior to this time. We agree that on estimate No. 12, or the semi-final, that the amount earned thereon was the sum of $4,159.28. Regarding the deductions which were arbitrarily made on the amount earned on estimate No. 12, namely, guard rail $481.11, adjustment for cement $40.02 and force account item $244.66. These particular items appear, on our present information, to be in order, however, we reserve the right to deny that the Commission was entitled to make these deductions or any part thereof.

Regarding the arbitrary deduction made in the sum of $3,665.68 for excess engineering, we deny that the Commission had any right to make this deduction. Shortly after we had knowledge of the fact that the Commission had determined to make this deduction for excess engineering costs, we talked with your Mr. Devers, Chief Counsel of the Commission, and advised him that we would contest the same. Will you please, therefore, accept this letter as a notification to the Commission that the undersigned, Glens Falls Indemnity Company, as surety, denies the right of the Commission to make this deduction for excess engineering costs.

We will be in Salem within the next several days and will discuss these matters with you.

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

By John M Coke
John M. Coke

JMC:mb

RECEIVED
APR 21 1950
OREGON
STATE HIGHWAY COMMISSION

4-19-50

Mr. John M. Coke
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

Reply is made to your letter of April 14, concerning Denton Construction Company Contracts Nos. 2899 and 2944.

In the third paragraph thereof, you request that the total amount now withheld by the State because of the Government's claim be checked as to accuracy. This check has been made with the following results: The amount owing to the contractor on the Madras job is $1,731.83 as previously stated, and with which amount you advise that you have no dispute. On the Gardiner job, the amount still owing the contractor is the amount mentioned in my previous letter, $7,590.23. This is the amount of the final voucher covering estimates 12 and 13. Ordinarily, estimate No. 12 would have been a semi-final payment, but the amount thereof was too small to voucher, so it was included in estimate No. 13.

According to estimate No. 11, which has been paid, the amount held by the Highway Commission as retained percentage, was $7,373.10. Certain amounts were earned by the contractor subsequent to the payment of estimate No. 11, and had there been no deductions, estimate No. 12, semi-final, would have been paid in the amount of $4,159.28, however, there were a number of deductions: Guard Rail, $481.11; Excess Engineering, $3,665.68; and an adjustment for cement, $40.02. There would have been added, however, the sum of $244.66 under a force account item. The result of the deductions and the force account addition reduced the amount of estimate No. 12, semi-final, to $217.13, which amount, as mentioned above, was too small to pay, so it was included in the final estimate No. 13, making a total of $7,590.23 for that estimate. You can readily see from the above that had it not been for the deductions, the amount payable to contractor as final for the Gardiner job would have been considerably more than the amount of the final voucher as prepared. I hope I have explained the situation to your satisfaction.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

KERN CRANDALL JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

April 14, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company
Contracts #2899 and 2944

Dear Mr. Glaisyer:

I acknowledge receipt of your letter of March 1st and March 27th regarding the Denton Construction Company jobs No. 2899, known as the The Dalles--California Highway at Madras and No. 2944 designated as the Oregon Coast Highway at Gardiner.

The reason that I have not answered your letters is due to the fact that I have been absent from my office for several weeks, however, I will be in Salem to confer with you some time next week, regarding the matter set forth in your letter of March 1st, namely, our providing the State of Oregon with a bond for the release of monies now retained by the State under the claim of the Internal Revenue Department.

In order to expedite matters, I wish that you would check your records as to the total amount now withheld by the State under the government claim on Denton's Gardiner job, namely, contract No. 2944. In your letter of March 1st you state as follows: "There is still owing to the contractor on the Madras job the sum of $1,731.83 and on the Gardiner job there is owing the sum of $7,590.22, or a total of $9,322.05." We have no dispute with the amount of the retained percentage as stated by you in the sum of $7,590.22, however, according to our records at the time of the government levy there was an additional sum of $7,373.10 which was earned and payable at the time of the levy. The actual amount now withheld by you is probably not the total of these two sums as a portion of the $7,373.10 at the time of the levy was retainage.

ANSWERED
H. B. GLAISYER

As to the Madras job, Contract No. 2899, we are in agreement upon the amount of the retained percentage, namely the amount withheld, $1,731.83.

Very truly yours,
John M Coke
John M. Coke

JMC:mb
cc: J.M.Devers

Contract 2899 – auditor showing final voucher, Est 13, for $1731.83

March 31, 1950

Don Parker, Attorney
State Industrial Accident Commission
BUILDING

Dear Mr. Parker:

Reply is made to your letter of March 28, 1950, regarding your Commission's claims against Denton Construction Company, arising out of State Highway Contracts 2899 and 2944. You advise that you have not received payment from the surety or the contractor in settlement of these accounts, and inquire if the surety will soon make payment to the Industrial Accident Commission, or what course of action is suggested that you take to make it possible for the Accident Commission to receive payments now due.

Both of the contracts to which you refer have been completed and accepted by the State Highway Commission. Contract No. 2899 was completed on August 5, 1948, and was accepted by the State Highway Commission on November 3, 1948. Contract No. 2944 was completed June 30, 1949, and was accepted by the State Highway Commission on August 19, 1949. Final payment in connection with both jobs has not, as yet, been made, due to attachment by the U. S. Government, Internal Revenue Department.

Pursuant to the suggestion of the Highway Commission's Chief Counsel, Mr. J. M. Devers, I wrote Mr. John M. Coke, Attorney for Glens Falls Indemnity Company, surety for the bond furnished in connection with both jobs, in which letter I told Mr. Coke that if the surety would give the state a bond to protect the state against loss in the event the government should prevail in its attachment, the Highway Commission would release to the bonding company the remaining monies earned by the contractor and as yet unpaid, subject to the satisfaction of other outstanding claims. I have not, as yet, received a reply from Mr. Coke, so I do not know if he intends to furnish such a bond, neither do I know when the surety expects to settle the outstanding claims, including those of the Industrial Accident Commission.

Don Parker, Attorney
State Industrial Accident Commission
March 31, 1950
Page 2.

My thought is that the bonding company is withholding the settlement of some of the outstanding claims pending receipt from the State Highway Commission of balances due, which incidentally amount to $9,322.05.

This letter, I know, does not give you a great amount of satisfaction. Should you desire further information, I will be glad to discuss the matter with you if you will call at my office.

Respectfully yours,

Secretary
[redacted] STATE HIGHWAY COMMISSION

HDG:ts

INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON

COLLECTIONS DIVISION
DONALD L. PARKER
ASSISTANT ATTORNEY GENERAL

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

March 28, 1950

Firm No. 135861

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company

Contract No. 2899 - $ 227.60 — completed 8/5/48 – accepted 11/3/48
Contract No. 2944 - $1,368.70 — " 6/30/49 — " 8/19/49

Dear Mr. Glaisyer:

Information was forwarded to the Highway Commission which was acknowledged by your letters dated January 6, 1949, indicating that the Denton Construction Company owed this Commission for contributions in the above amounts.

Payment has not been received from the surety or the contractor. We would appreciate knowing if the surety will soon make payment to the Commission or what course of action would you suggest this office take to now make it possible for the Commission to receive the payments which are due.

Very truly yours,

DON PARKER
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

DP:dz

both jobs completed and accepted

ERED
ISYER

RECEIVED
MAR 29 1950
OREGON
STATE HIGHWAY COMMISSION

3-27-50

Mr. John M. Coke
Attorney-in-fact
Glens Falls Indemnity Co.
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

May I please have a reply to my letter of March 1, 1950, concerning the release of final payment to Denton Construction Company in connection with State Highway Contracts Nos. 2899 and 2944 for highway improvements on The Dalles-California Highway at Madras, and on the Oregon Coast Highway at Gardiner.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ts

March 1, 1950

Mr. John H. Coke
Attorney for Glenns Falls
  Indemnity Company
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

This letter concerns the release of final payment in connection with the Benton Construction Company's contracts Nos. [illegible] and [illegible] for highway improvements on The Dalles-California Highway at Madras and on the Oregon Coast Highway at Gardiner. There is still owing to the contractor on the Madras job the sum of $1,731.83, and on the Gardiner job there is owing the sum of $7,590.22, or a total of $9,322.05.

The United States Government has served on the State Highway Commission attachment, seeking to recover or control monies due the contractor on both of those jobs. The balance due the contractor under both of the above mentioned contracts has been payable for some time, but has not been paid because of the attachment. In a communication I have received from Mr. J. M. Devers, the Highway Commission's Chief Counsel, he advises that the Glenns Falls Indemnity Company is ready to give the state a bond to protect the state against loss in the event the Government should prevail in the attachment of the monies due the contractor from the state, and he has suggested that I secure from you such a bond. In conformity with that suggestion, I am now asking you to deliver the bond to me. If and when it is approved as to form and protective clauses, the Internal Revenue Department will be notified and the remaining monies earned by the contractor and as yet unpaid will be released, subject, of course, to satisfaction of other outstanding claims.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:te

cc - J. M. Devers
     F. A. Query

ISSIONERS
ANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 24, 1950

Mr. Hugh Earle,
Collector of Internal Revenue,
Customhouse,
Portland, Oregon.

Dear Mr. Earle:

The State, through its Highway Commission, entered into a contract with the Denton Construction Company covering work to be done at Gardiner, which contract is identified in our files as No. 2899, and also entered into a contract with the same contractor for work to be done at Madras, which is identified as No. 2944. Those jobs have both been completed and accepted by the State.

The contractor had difficulty in meeting its financial obligations with respect to both contracts, and its bonding company, which is the Glens Falls Indemnity Company, financed both jobs through to completion. Under our law and under the terms of the bond, moneys earned by the contractor but not yet paid belong to the bonding company, and the Commission is ready to release those funds.

Our law provides that state highway funds are trust funds and can be used only for the purpose of highway construction, maintenance, etc. The money which the bonding company advanced was used to pay labor and material claims incurred in connection with the performance of the contracts, and therefore the bonding company is entitled to reimbursement.

The United States Government served on the Highway Commission attachments seeking to recover or to get the control of money due the said contractor in connection with said contracts, which attachments were served in connection with the Government's claim against the contractors for, as I am informed, unpaid income tax obligations. I am told, too, that most of the Government's claim, if not all of it, grew out of obligations entirely unrelated to the State's contracts.

The funds due under the State's contracts have been due and payable for some time. The bonding company is demanding that such funds be paid. I have requested the bonding company to furnish the State with a

Mr. Hugh Earle February 24, 1950

bond to protect the State against loss in the event the Government's claim on these funds is sustained. If such bond is furnished, I shall feel under obligation and shall feel at liberty to advise the Highway Commission to release to the bonding company moneys due under said contracts.

I am writing this letter so that you may be informed with respect to our position or obligation and our liability to our contractor and to the surety company.

With kindest regards, I am

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. B. Glaisyer X
Mr. Coke

FORM E-30 25M 6-49 82908

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1950

SUBJECT:

To: Mr. H. B. Glaisyer,

Office.

Dear Mr. Glaisyer:

In connection with the Denton Construction Company contracts, No. 2899 and 2944, and in addition to what I said to you under date of February twenty-first, it is my understanding that there is owing on the Gardiner contract $7,590.22, and on the Madras contract $1,731.83, making a total of $9,322.05.

The bonding company is ready to give the State a bond to protect the State against loss in the event the Government should prevail in its attachment of moneys due the contractor from the State. May I suggest that you write the bonding company, through Mr. Coke, its attorney, and request that such form of bond be furnished. When that bond has been furnished and is approved as to its form and protective clauses, I shall then advise the Internal Revenue Department that the State is proceeding to release all moneys earned by the contractor and as yet unpaid.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW

Coke
3/1/50

FORM E-30 25M 6-48 32602

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1950

SUBJECT:

To: Mr. H. B. Glaisyer

Secretary

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

With respect to your communication of February 20 relative to my letter regarding payments due the Denton Construction Company, you point out where I am in error in the amounts I stated are still due. I got those amounts from Mr. Coke, who is attorney for the bonding company. Perhaps I misunderstood him, and perhaps he does not have the correct situation. From your letter I understand now that the total amount which will represent the final payment on the Gardiner job is $7,590.22.

I am leaving in the morning for Pendleton and hope to return Friday morning. Upon my return I will write you a letter, a copy of which may be made available to the bonding company in which I will advise that you release to the bonding company the $7,590.22, and that you withhold the sum of $1,731.83 still due on the Madras job.

The bonding company will give the State a bond to guarantee it against loss in the event the Government is able to sustain its garnishment against these funds. In my letter to you I will recommend that we ask the bonding company to furnish that bond before the above sum is released.

Mr. Coke, representing the bonding company, has told me that the bond will cover not only the $7,590.22 but the $1,731.83, and I propose at the time I write you the letter to write the Government and advise the procedure we are following.

Very truly yours,

J. M. Devers
J. M. DEVERS

JMD:NH

RECEIVED
FEB 27 1950
FOR FILING

10-1123
2-944

COPY

February 20, 1950

Mr. J. M. Devers
Chief Counsel

I have before me your letter of February 17, 1950, regarding payments to Denton Construction Company under its contracts with the State Highway Commission, No. 2899 for work at Madras and No. 2944 for work performed at Gardiner.

In the second paragraph of your letter concerning the Gardiner job, you mention an amount earned and unpaid of $7,590.22, which you state includes an item designated as retained percentage. Further on in that paragraph you mention a further sum of money held by the State, amounting to $7,373.10, representing monies earned by the Denton Construction Company before default was entered, and you say that this money has been held because of attachment filed by the U. S. Government.

Your letter indicates to me that you believe there are two sums, namely $7,590.22 and $7,373.10, still payable under the Gardiner contract. I checked with our Accounting Department today and learned that the first mentioned sum, viz: $7,590.22, includes the second sum, viz: $7,373.10, and that the difference, amounting to $217.13, represents an increase due to adjustments in the final figures. Due to the fact that the retained percentage represented by the sum of $7,373.10 is being held because of the attachment, it would not be possible to release to the Bonding Company more than the sum of $217.13, if I interpret your letter correctly. The question still remains whether or not the $217.13 was earned subsequent to the time that the Bonding Company assumed responsibility for the project. I shall continue to hold up payment of the entire sum of $7,590.22 until you advise that it is satisfactory to release it.

The amount stated in the third paragraph of your letter, $1,731.83, as being still due and payable to the contractor under the madras job, has been checked as correct by the Accounting Department. I will not release this payment until advised by you that it is satisfactory to do so.

Secretary

HBG:ts

cc - M. H. Hawke (2)
F. A. Query

Mr. Hawke: Please continue to hold up all payments in connection with both contracts mentioned above until further advised by this office.

ct. 2944 Goodwin

Est 11 — 16766.40 released

12 + 13 — final — $7590.23

sent to Coke Jan 18, '50
not returned

includes
7373.10 ret %
217.13 — added for adjustments

7590.23

---

info. from Carl Smith 2/20/50

[illegible] – ?
[illegible]erman – ?
Beebe — paid
Robinson – "
Umpqua Riv Nav Co – "
Woodward – "
Water works supply Co – ?
Rogers & Kerns – pd.
Jas. P. Hewitt – (Hewitt [illegible])
Daly & Co — pd
Western For Prod – ?
Coos Bay Shops – pd
West Coast Tel Co – ?
Pac Wire & Iron Works – ?
Nolan & Supply – pd
Dalze Med. Co — pd
Ind Acc. Com – not paid
J & J Tire Co – ?
U.S. Coll. Market – not pd.
Mary Jenelle – ?
Bills Bo Equip — not pd
Reedsport Log Supply – " "
Gardiner H. Store — pd
Gardiner Lbr Co – not pd
Wilson Bros — " "
Jas C. Hewitt – " "
John B. Robinson – pd
State Tax Com

Gardiner job (Hewitt) #2944

[illegible] Gardiner job
Hewitt Co.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

COPY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 17, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
OFFICE

Dear Mr. Glaisyer:

Some time ago, in fact, back in September, I had occasion to advise you with respect to the Highway Commission's authority to release moneys under the Denton Construction Company contract on the Gardiner job, which moneys were earned by a subconstractor employed by the Denton Construction Company.

I am now told that the Gardiner job is completed, and that there has been earned and unpaid the sum of $7,590.22, which includes an item designated as retained percentage. As I understand all of the facts, the State is at liberty to release this money and pay it to the Bonding Company, which has assumed responsibility for the completion of the job. There is a further sum of money held by the State, namely, the sum of $7,373.10, which I believe had been earned by the Denton Construction Company before the default was entered. This money has been held because of an attachment filed by the United States Government.

I am going into the question as to the obligation, if any, resting on the Highway Commission to withhold those funds under the attachment. It is my opinion at present that that money can also be released, but I will advise you on this later. At a later date, I will also advise you with respect to the Commission's authority to release and pay to the Bonding Company the sum of $1731.32, which has been earned and unpaid in connection with the Madras job.

I hope to be able to give you full advice soon, but in the meantime, I think you should release the money earned by the Bonding Company's subcontractor, but as yet unpaid.

Yours very truly,

/s/ J. M. Devers

J. M. DEVERS

JMD:FRC

RECEIVED
JAN 27 1950
FOR FILING

FORM E-33X 10M 1-49 20054

10-1123
2944

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 25, 1950

SUBJECT: Gardiner Job 10-1123

To:

E. A. Collier
Maintenance Engineer

Dear Sir:

In response to Parson's letter of January 20th, Mr. Sothman has prepared the attached Request for Transfer covering charges on the Gardiner Job.

For your information we have an approved State Force Order No. 10-1123 - 241 in the sum of $1850. This is the Order to which Mr. Sothman should have made his charges, but inadvertently account No. 219 was used. The Request for Transfer in the amount of $1355.18 takes care of the correction in these Account Numbers.

The Request for Transfer in the sum of $432.69 takes care of the transfer of the overrun on the Contract Job No. 2944 to section maintenance. This is mentioned in the last paragraph of Mr. Stiffler's letter to you, dated January 19th. This sum of $432.69 was arrived at by subtracting the authorization of $1850 on State Force Order 10-1123 - 241 from the actual amount expended on this order, which was, according to the final estimate, $2282.69.

If this is not the way it should be handled, please advise.

Very truly yours,

NOTED
W. C. WILLIAMS

K. D. LYTLE
Division Engineer

encs

cc: Hawks
Stiffler ✓

G

[illegible]

RECEIVED
JAN 20 1950
FOR FILING

10-1123

2944

Salem, Oregon
January 19, 1950

Mr. E. A. Collier

Late in 1947, the Highway Commission awarded Contract 2944 to the Denton Construction Company for grading and bituminous macadam surfacing on a section of the Oregon Coast Highway in the City of Gardiner, Douglas County. The prefix assigned is 10-1123.

The final estimate shows an overrun over and above the contract authorization of 10.5 per cent, which would make it necessary to secure the approval of the Highway Commission for those items which constitute the overrun.

Under the heading of "Extra Work" and "State Force Items" the final estimate shows charges against the job under Account No. 219 for labor, equipment rental, oil, gas, et cetera, for the maintenance of this section by state forces in the amount of $1,353.18.

The maintenance of this section by state forces, with the resulting expense in the amount above stated against the contract prefix, was never authorized; therefore, Mr. Lytle, Division Engineer, should be requested to initiate the necessary transfer of charges from the contract prefix to section maintenance.

W. W. Stiffler

WWS:er

cc: W. C. Williams
M. H. Hawke

RECEIVED
JAN 20 1950
FOR FILING

10-1123

2944

January 19, 1950

John M. Coke, Att'y.
1012 Yeon Building
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 2944, for grading and surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County, has been completed by the contractor, Albert W. Denton, dba Denton Construction Co., assigned to Glens Falls Indemnity Company, and that final payment in the amount of $7,590.23 will be made after satisfactory evidence has been furnished this office that all claims have been paid.

Numerous claims have been filed against this project all of which you have been previously notified.

For your information we wish to advise that the total contract amount is $99,028.03, of which amount $244.66 represents force account items. This contract was completed on June 30 and accepted by the Highway Commission on August 19, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Roy F. Owens Co.,Adjustors
Spalding Bldg.
Portland 4, Oregon

NOTED ON C
1-19-50 gc

RECEIVED
JAN - 4 1950
FOR FILING

Miss Lewis

10-1123

2944

December 27, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim, in the amount of $483.45, has been filed against the Denton Construction Company by the Gardiner Lumber Company of Gardiner, Oregon, for lumber furnished the contractor in connection with our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is passed on to you as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2944.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-27-49 gl

COPY

NOTICE OF CLAIM

To: Oregon State Highway Commission
T. R. Banfield, Chairman
Salem, Oregon.

Notice is hereby given that the undersigned, Gardiner Lumber Company of Gardiner, Oregon, has a claim for lumber furnished in the sum of FOUR HUNDRED EIGHTY-THREE AND 45/100 ($483.45) DOLLARS against the bond taken from Albert W. Denton, dba DENTON CONSTRUCTION COMPANY as principal thereon and Glen Falls Indemnity Company as surety thereon for the work of Denton Construction Company in connection with its contract, number 2944, with the Oregon State Highway Commission for the grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway in Douglas County Oregon.

GARDINER LUMBER COMPANY

By J. M. ADAMS
Superintendent

Subscribed and sworn to before me this 16th day of December, 1949.

JOHN W. PURVIS

(SEAL)

Notary Public for Oregon
My Commission Expires July 29, 1951

ENDORSED:
File Number 3194
Filed December 22, 1949
EARL T. NEWBRY, Secretary of State

[illegible]

RECEIVED
JAN -4 1950
FOR FILING

Files

Mrs Lewis

10-1123
2944

December 27, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of December 22nd to which was attached three copies of a claim filed with your office by the Gardiner Lumber Company in the amount of $483.45 for lumber furnished.

This claim is against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County and bears your file No. 3194.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mailed on Date

12-27-49, JC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 22, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from John W. Purvis, Attorney at Law, Reedsport, Oregon and filed as of this date a notice of claim by Gardiner Lumber Company, for lumber furnished in the sum of $483.45, against the bond taken from Albert W. Denton, dba Denton Construction Company, principal and Glen Falls Indemnity Company, surety, for the work of Denton Construction Company in connection with its contract, number 2944, with the Oregon State Highway Commission for the grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway in Douglas County, Oregon, our file number 3194.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

12-23-49, gl

RECEIVED
OCT 25 1949
FOR FILING

10-1123

2944

File

October 24, 1949

Harr & Horton
25 N. E. Meikle Place
Portland 15, Oregon

Attention: Mr. A. B. Harr

Gentlemen:

Pursuant to our telephone conversation this morning, we have checked the Gardiner Section job, Contract No. 2944, and anticipate that final check on the Engineer's records will be completed in ten days or two weeks.

It appears that whatever allowances remain to be made for work performed are more than offset by deductions which the Highway Commission will make for guard fence construction performed by it for the contractor and for engineering cost penalty to be assessed for overrun of time limit. Therefore, there may be no more cash payments to the contractor or the surety except such amounts as may be paid to them from the $7,373.10 of retained percentage now being held pending settlement of tax claims of the federal government.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

SHP:nd

RECEIVED
[illegible]
FOR FILING

10-1123

2944

R

October 12, 1949

Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

Attached hereto is a copy of a letter that has just been received from A. B. Daly and Company, Coos Bay, concerning their claim in the amount of $48.23 against Denton Construction Company for materials furnished in connection with Mr. Denton's project in Gardiner. I believe this is self-explanatory.

I believe it is in order for you to write A. B. Daly and Company and advise them the reasons why the claim is being held up if it is not possible for the Bonding Company to pay at this time. I would appreciate a copy of your letter to the Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:md
Attach.

NOTED ON CARD
10-12-49, gl

Files

October 12, 1949

A. B. Daly & Co.
Industrial Supplies
Post Office Box 240
Coos Bay, Oregon

Attention: Mr. Harvey Vaughan, Jr.

Gentlemen:

Acknowledgment is made of your letter of October 10 directed to Mr. R. H. Baldock, State Highway Engineer, concerning your claim against Denton Construction Company for materials furnished in connection with his contract No. 2944 for the construction of the Gardiner Section of the Oregon Coast Highway.

The information given in your letter concerning the bond furnished by the contractor in connection with this work is correct. Mr. John M. Coke is the attorney for the bonding company and is handling claims that have arisen in connection with this job. Just why he does not reply to your letter, of course I do not know, but it may be that he is deferring such acknowledgment pending completion of the project and he knows definitely just how much money is still due the bonding company from the State. I am writing Mr. Coke today and I will call your letter to his attention.

Trusting that you may find satisfaction of your claim in the near future, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:md

NOTED ON CARD
10-12-49 [illegible]

DALY

A · B · DALY & CO.
Industrial Supplies

P. O. BOX 240
824 N. FRONT STREET
COOS BAY · OREGON

October 10, 1949

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear sir:

We have a small bill amounting to $48.23 against the Denton Construction Company, one Albert W. Denton, for materials purchased during the construction of State Highway Contract No. 2944, grading and bituminous surfacing on the Gardiner Section of the Oregon Coast Highway, in Douglas County.

We seem to be having a great deal of difficulty in determining the responsibility for payment. The bonding company concerned is the Glens FallsIndemnity Co., whose adjuster, the Roy F. Owen Co., 320 Spaulding Building, Portland, has advised us that everything is now in the hands of John M. Coke, Attorney, Yeon Building, Portland. Two letters to Mr. Coke, under cover of July 1st and September 27th, have failed to get a reply.

We filed a claim with the Secretary of State on December 1, 1948, as provided by law.

Your consideration of the above will be greatly appreciated.

Very truly yours,

A. B. DALY & CO.

Harvey Vaughan Jr.
Harvey Vaughan, Jr.

NOTE TO Coke
DATE 10-11

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

[illegible]
10-12-49 gC

FILED
[illegible]

RECEIVED
SEP 15 1949
FOR FILING

10-1123

2944

ies

Mrs Lewis

Salem, Oregon
September 13, 1949

Mr. M. H. Hawke
Chief Accountant

Dear Mr. Hawke:

In confirmation of our telephone conversation of last week this letter is written to confirm release of $16,766.40 as shown on voucher No. 11 for Contract 2944 with the Denton Construction Company, assigned to the surety, Glens Falls Indemnity Company.

This is in compliance with Mr. Dever's letter of September 7, a signed copy of which was delivered to your office by Mr. John M. Coke on the same day.

Very truly yours,

Secretary

FAQ:md

NOTED ON CARD

9-13-49, ge

John M. Co[illegible]e took
signed copy of this
letter to Acc. Div.
to Try to get warrant before
5 PM 9-7-49

7 Q.

FORM E-30 25M 1-48 29033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1949

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

This letter is written in connection with State Highway Contract No. 2944 covering highway construction at Gardiner. The contract was awarded to the Denton Construction Company, but the Denton Construction Company defaulted and the contractor's surety took over the job and sublet it to Harr and Horton. I am advised that the job has been completed and has been accepted and that there has been earned and unpaid a certain amount of money. There is one voucher which has already been prepared and signed and is in the sum of $16,766.40. Payment of this amount of money, along with other sums was held up pursuant to advice from this office and that advise was based on the fact that the United States Government had served a Notice of Levy against monies earned by the Denton Construction Company. Those Notices of Levy still are pending butthe Government has taken no further action.

Voucher No. 11 calling for the payment of $16,766.40 represents money earned by the subcontractor. I am advised that the subcontractor has paid to the Government all monies withheld and due in connection with the performance of work under the subcontract.

The bonding company which has undertaken to make good the default of the Denton Construction Company has paid out money for labor and materials and other claims in the performance of the work, and, of course, the bonding company and the subcontractor are entitled to the monies earned by the subcontractor and not yet paid.

I recommend and advise that Voucher No. 11 in the sum of $16,766.40 be put through for payment and as soon as a warrant is received the warrant be delivered to the Glens Falls Indemnity Company, as surety on the Denton Construction Company bond.

Very truly yours,

J M Devers
J. M. DEVERS

9-7-49

JMD:NH

[illegible]

Form E-1—8M—11-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 10, 1949

Section Gardiner

Kind of work Grading and Bit. Mac.

Highway Oregon Coast

Section prefix 10-1123

Contractor Albert W. Denton

Contract number 2944

Date of contract Oct. 22, 1947

Date of completion Aug. 31, 1949

Date work started Nov. 17, 1947

Estimated date of completion , 19

Amount of contract . . . . $ 93,308.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $, %

Date project was completed June 30, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate was completed on Saturday September 10th and will be forwarded to the Division Office on Monday.

Jack Rowland and Charles Halligan, members of Frank Hall's crew, were working on this estimate.

Signed C. C. Mc

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 13 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 19 1949
FOR FILING

10-1123

2944

Mrs. Lewis

August 12, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the State Tax Commission for unpaid withholding taxes in the amounts of $113.74, $314.92 and $993.34, plus penalty and interest.

We are unable to determine accurately just how much of this claim applies to Denton Construction Company's Contracts 2899 and 2944. These two contracts, however, are the only ones which the contractor had in operation with us during the period of this claim.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond furnished in connection with Contracts 2899 and 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
8-12-49 g.

COPY

NOTICE OF CLAIM

August 10, 1949

To The Honorable Earl T. Newbry,
Secretary of State
State of Oregon:

Notice hereby is given that the undersigned, State Tax Commission, has a claim for withholding taxes in the sum of $113.74 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from April 30, 1948; for further sum of $14.92 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from July 30, 1948; for the further sum of $593.34 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from October 30, 1948 against the bond taken from Glens Falls Indemnity Company and Albert W. Denton, dba Denton Construction Company for the work of highway construction.

State Tax Commission

RAY SMITH
Commissioner

Copies to:

J. M. Devers, Attorney, Highway Department
Albert W. Denton
John M. Coke, Attorney for Glens Falls Indemnity Company

ENDORSED:
File no. 31[illegible]2
Filed August 11, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 15 1949
FOR FILING

10-1123

2944

August 12, 1949

Denton Construction Company
509 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 303 days, from August 31, 1948 to June 30, 1949, within which to complete your contract No. 2944 for surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County.

The Commission granted the extension of time requested by you on the above contract, however, all engineering costs from August 31, 1948 until the date of completion are to be assessed as penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

H. O. Smith

Glens Falls Indemnity Co.
John M. Coke, Atty.-in-Fact
1012 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
8-12-49 g

RECEIVED
SEP 8 1949
FOR FILING

C O P Y

10-1122

2944

August 11, 1949

Oregon State Highway Commission,
Accounting Division
Salem, Oregon.

Attention: Carl F. Smith

Re: Denton Construction Company
Your Contracts No. 2944 and No. 2899

Gentlemen:

I acknowledge receipt of your letter of August 9 together with original vouchers on the above two contracts.

I am enclosing herewith properly executed voucher covering estimate No. 11 on Contract No. 2944 in the sum of $16,766.40.

I am also enclosing herewith properly executed estimate voucher no. 13 on Contract No. 2899 for the sum of $1,731.83. In connection with this same contract, as estimate No. 13 is the final estimate, I am also enclosing herewith an executed final certificate.

Thanking you for your cooperation in this matter, I am

Very truly yours,

GLENS FALLS INDEMNITY COMPANY

BY John M. Cote

Its Attorney.

jmc rb
enclosures
cc: H. B. Glaysier.

RECEIVED
AUG 10 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

[illegible]

2944

August 9, 1949

ED TO
SECRETARY
Query

NOTED
H. B. GLAISYER

NOTED
F. QUERY

John M. Coke, Attorney
c/o Glens Falls Indemnity Company
1012 Yeon Building
Portland 4, Oregon

Dear Sir:

For some little time the Denton Construction Company has had for signature two estimate vouchers; one for $16,766.40 covering estimate 11 on contract no. 2944; the other for $1,731.83 covering estimate 13 final on contract no. 2899, both vouchers being included under the assignment and power of attorney given to you by Mr. Denton.

In view of the fact that tracers to Mr. Denton failed to secure the return of these vouchers properly executed, Mr. H. B. Glaisyer, Secretary of our Commission, has requested me to write up new original vouchers on these two items and mail them to you for signature.

I have, accordingly written up new originals and an extra copy in each case for your files and I enclose them herewith for your signature.

Please note that on both vouchers the certificate on the back of the voucher and the assignment form should be signed and the voucher covering the final payment on Contract 2899 also requires the execution of the final release form which is stapled to the vouchers.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by Carl F. Smith
Carl F. Smith
Accounting Division

cfs/rs
encl.
cc H. B. Glaisyer

RECEIVED
AUG 10 1949
FOR FILING

10-1123

2944

August 4, 1949

REGISTERED MAIL

Mr. Albert W. Denton
dba Denton Construction Company
909 Failing Building
Portland 4, Oregon

Dear Sir:

This letter concerns two contracts awarded you by the State Highway Commission for road and bridge construction, viz:

Contract No. 2899 for re-grading, surfacing and bridge construction on the Madras Section, The Dalles-California Highway, in Jefferson County;

Contract No. 2944 for grading and bituminous macadam surfacing on the Gardiner Section, Oregon Coast Highway, in Douglas County.

Contract No. 2899 above referred to has been completed for some time. The final voucher in the amount of $1,731.83 was mailed to you on December 6, 1948. It has not been returned.

Contract No. 2944 above referred to was recently completed and State Highway Fund Voucher No. 10324 in the amount of $16,766.40 covering payment for work accomplished during the month ending June 30, 1949, was sent to you on June 23, 1949, to approve and sign. On July 14, 1949, our Claims Supervisor, Mr. Carl F. Smith, wrote to you concerning this voucher and requested its return. We have had no response from you to date.

This letter is notification to the effect that we are preparing duplicate vouchers covering both of the payments described above. Since you have assigned to the Glen Falls Indemnity Company all of your right, title and interest in these two contracts, ~~a~~ vouchers ~~is~~ being prepared in favor of the Glen Falls Indemnity Company pursuant to these assignments and will be mailed to the Glen Falls Indemnity Company, in care of John H. Coke, its attorney-in-fact, 1012 Yeon Building, Portland.

This letter is being sent to you Registered Mail and a copy hereof is being sent to Mr. John H. Coke for his information

Very truly yours,

MBG:fm

Secretary,
OREGON STATE HIGHWAY COMMISSION

cc: Malcolm [illegible] (2)
Attn: Carl F. Smith
Floyd Query
John H. Coke, Atty-in-Fact
Glen Falls Indemnity Co., Portland

SEE ATTACHED SHEET

NOTED ON CARD
8-4-49,5

ATTACHED TO COPY OF LETTER TO:

Mr. Albert W. Denton
dba Denton Construction Company
509 Failing Building
Portland 4, Oregon

August 4, 1949

cc: Malcolm Hawks (2)
Attn: Carl F. Smith
Floyd Query
John M. Coke, Atty-in-fact
Glen Falls Indemnity Co., Portland

Mr. Hawks: I have discussed this matter with Mr. Devers and it is his opinion that in view of default of this contractor the duplicate vouchers should be prepared at once and mailed to Mr. Coke for his acceptance. We have assignments covering payments in connection with both contracts, and we have a copy of the Power of Attorney given Mr. Coke by Denton Construction Company in connection with this job. Mr. Devers advises me that these are satisfactory and we can accept vouchers signed by Mr. Coke. All future correspondence with these jobs should be with Mr. Coke as Attorney-in-fact for the surety, and the [illegible] when paid should also be mailed to him in conformance with the provisions of the assignments.

Secretary

Mr. Coke: I have asked the Chief Accountant to prepare duplicate vouchers covering the above estimates immediately and forward them to you for execution. Since talking to you over the phone I have contacted Mr. Devers, and the procedure outlined is pursuant to his suggestion.

Secretary

NOTED ON CARD

RECEIVED
AUG 9 1949
FOR FILING

File

Mrs. Lewis

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

10-1123

2944

July 29, 1949

Mr. Hugh H. Earle
Collector of Internal Revenue
Portland, Oregon

Dear Mr. Earle:

There has been served on the State another Notice of Levy in connection with the Government's claim against the Albert W. Denton Construction Company.

The State is withholding from the Albert W. Denton Construction Company funds earned under contract No. 2944 and contract No. 2899 certain funds which have been earned in connection with the contracts but as yet unpaid.

I am enclosing a copy of a letter which I have written today to the Denton Construction Company and its surety relative to this matter. I have advised the Commission to withhold from the Denton Construction Company and its surety funds now in the custody of the Commission until this matter has been disposed of or until, as a result of further d velopments, I can justify some different advice.

I wish we could get this controversy disposed of for I am not right certain about the Commission's lawful authority to withhold these funds. Any help you can give me will be appreciated.

Very truly yours,

J. M. DEVERS

JMD:HH

cc - Mr. Paul Lynch
Denton Construction Company
Glens Falls Indemnity Company
H. B. Glaisyer ✓

Fees on the funds held up?

NOTED
H. B. GLAISYER

RECEIVED
JUL 26 1949
FOR FILING

10-1123

2944

Salem, Oregon
July 22, 1949

Mr. J. M. Devers
Chief Counsel

With reference to the amounts retained and the amounts remaining to be paid to Albert W. Denton Construction Co. in connection with that companys contracts No. 2944 for the Gardiner Section and No. 2899 for the Madras Section, we offer the following information:

Contract No. 2944, Gardiner Section:

Percentage retention on work paid for		$ 7,373.10
Earned but not paid for	(Approximate)	4,000.00
Total unpaid balance	(Approximate)	$11,373.10

(Above amounts are approximate for reason that compilation of final estimate is not yet completed.

Contract No. 2899, Madras Section:

Percentage retention on work paid for	$ 1,731.83
Earned but not paid for	0.00
Total unpaid balance	$ 1,731.83

In accordance with your instructions, we will withhold further payments to the Denton Construction Co. until settlement is reached in the claim made by the Internal Revenue Department for income tax payments withheld from employees by the contractor but not turned over to Revenue Department.

R. H. Baldock

SHP/gs

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

I have received another notice of levy by the Internal Revenue Department seeking to attach funds due the Albert W. Denton Construction Company.

I note in your letter of the 11th that only 7½% of the money earned under the contract is being retained, and according to your letter, the 7½% equals $7,373.10. The above amount retained will not take care of the Government's claim, and I don't know just what the outcome is going to be. I am preparing to write to the Insurance Company and call its attention again to this situation in order to see if any agreement or solution can be developed, but I urgently recommend that all moneys now earned or to be earned be held.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:FRC

Total unpaid balance on this contract is approx. $11,500

Additional to this $11,500, we are withholding $1,731.83 earned by Denton on his Madras contract.

RECEIVED
FOR FILING
10-1123
2944

July 22, 1949

Mr. M. H. Hawke
Chief Accountant

This note is to confirm telephonic information given Mr. Carl F. Smith yesterday, concerning future payments to Albert W. Denton in connection with his contracts, No. 2899 for the construction of the Madras Section of The Dalles-California Highway, and Contract No. 2944 for construction of the Gardiner Section of the Oregon Coast Highway. Notwithstanding the assignment of funds due Mr. Denton in connection with these jobs to the surety on the bond furnished by him in each instance, you will please withhold all future payments in connection with both jobs until further notified by this office. The vouchers may be sent out to the contractor for execution, but please do not send them to the Secretary of State for the warrant until advised.

Incidentally, this new request is at the instance of the Highway Commission's Chief Counsel, Mr. J. M. Devers, and is occasioned by the many outstanding claims against both jobs, including claims of the U. S. Internal Revenue Collector. Thanks for your attention.

Secretary

HEG:te

cc - Carl F. Smith
Amanda Wicklander
F. A. Query

Denton

2899 2944

Modrac & Gardiner

hold up all payments
till released by Devers -
acct Fed claim.
Get release from Devers first.

write Hawke

phoned case with
4:30 7/21/49
to be confirmed
in writing 7/22

RECEIVED
JUL 21 1949
FOR FILING

11-1123

2944

July 20, 1949

Oregon State Highway Commission

Request for Extension of Time
No. 6
August 1 and 2 Meeting

Gentlemen:

Herewith a request from the Denton Construction Company, through its Surety, the Glens Falls Indemnity Company, for an extension of time on Contract No. 2944, Gardiner Section of the Oregon Coast Highway, from August 31, 1948 to June 30, 1949.

The prime contractor defaulted his contract, and the project was completed by the Surety Company. The prime contractor was very negligent in the handling of this project and apparently made no effort to complete it within the time limit. Because of his method of operation, it was necessary to maintain an engineering crew on the project almost continuously, and this resulted in a considerable overrun in engineering cost.

I would recommend that this extension be granted, with engineering penalty to be assessed from August 31, 1948 until the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JUL 13 1949
~~FOR~~ FILING

10-1123

2944

Salem, Oregon
July 11, 1949

Mr. J. M. Devers

With regard to the matter of the claim of the Internal Revenue Department against the Denton Construction Company, I furnish you the following information:

The Denton construction job at Gardiner was taken over some two months ago by its surety company, Glens Falls Indemnity Company, and the work was satisfactorily completed on June 30, 1949.

Payments for the last two or three months on the project have been made to the surety company. We are retaining 7½% of the contract amount, which retained percentage to date is $7,373.10.

This project far overran the time limit, which cost the State approximately $5,000 in additional engineering expense, and it is quite probable that the Commission shall look to the bonding company for payment of this additional engineering expense. I have issued instructions that, eventhough the project is complete, no part of the retained percentage be released until the matter of the overrun in engineering and the Internal Revenue controversy are settled.

If I can furnish you any more information in this respect, please call on me.

R. H. Baldock

WCW:me hi
cc: Mr. W. C. Williams

7-12-49

FORM E-90 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

6-30-49

Salem, Oregon
July 7, 1949

REFERRED TO
Williams
By Chief Engineer

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The claim of the Internal Revenue Collector against the Denton Construction Company is growing in amount and is becoming more troublesome in demand insofar as the Government is concerned. I have been in correspondence with the Collector of Internal Revenue and have received a rather exhaustive opinion from the Department's Chief Legal Section, but there are still some unsettled questions.

F ?

I would like to know how far along the Gardiner job is. I believe that contract is No. 2944, and in this connection I will appreciate being told the amount of money that will be involved in the completion of the contract.

The Government's total claim now against the Construction Company and its surety is in excess of $17,350.00, and it is quite possible that the Government can require this claim to be paid by the contractor or by its surety. What we have thus far received from the Government is a notice of levy, and in the letter I received today it is said in answer to a question which I submitted, "Sufficient time has not elapsed under the statutes to permit us to levy. However, a levy will be served for these taxes within the near future." I presume when that levy is made the United States Marshall will appear and will claim the amount of the levy.

I hope, in the meantime, to work out some sort of opinion or statement of advice for the benefit of the Commission, its Engineer and Auditor.

Very truly yours,

JM Devers

J. M. DEVERS

JMD:NH

RECEIVED
JUL 6 1949
FOR FILING

10-1123

5144

Files

July 5, 1949

Mr. John B. Robison
Trent, Oregon

Dear Mr. Robison:

We have your letter dated July 2nd in which you advise that the Denton Construction Company owes you some money in connection with your service to them as superintendent of the Gardiner job, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

As stated in you letter, it is also our understanding that the bonding company has taken over this job. The Glens Falls Indemnity Company, whose agent in this instance is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4, furnished the bond. It is our understanding that Mr. John M. Coke of 1012 Yeon Building, Portland 4, is handling the details for the bonding company since they have taken over the job.

It is our suggestion that you again file your claim with the bonding company; and, also, to protect your claim beyond the period of six months after the job has been completed and accepted, that your claim be filed with the Secretary of State. As you perhaps know, the bonding company under the bond furnished in connection with this contract is held liable for the completion of the job and payment of bills. The State does not assume responsibility for determination of claims or the payment thereof.

A record of this claim as received will be made and we will notify the contractor and the surety of its receipt.

In the event that a settlement cannot be made it may be necessary that you take this claim to court.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
7-6-49

FAQ:md

REFERRED TO
Filing
BY SECRETARY

Tell him to file again
with surety ([illegible]) also
with sec'y of state. [illegible]
[illegible] then will have
[illegible] to go to court. MS

RECEIVED
JUL [illegible]
OREGON
STATE HIGHWAY COMMISSION

July 2, 1949
Trent Oregon.

Oregon State Highway Commission
Salem
Oregon.

3944

Gentlemen:

Last Year I was supt. for a Denton Construction co. to finish a Job that they had with the State of Oregon at Gardiner Oregon.

As there Credit was not good at any of the business places in Reedsport I had to advance some money of my own to keep the Job ~~going~~ from stopping.

They have been since put in the hands of the bondsmen. ~~to~~ with which I filled a claim in November of last year. but have yet not been paid.

I understand that the Job has now been oiled and that the final estimate will be paid soon. I would like to know what steps I should ~~do~~ take in order to filed Claim of my acct. with the State Highway Commission So that I could recive my Money in the near future as I need it very badly.

Yours. truly
John B Robison
Trent
Oregon.

RECEIVED
JUL 6 1949
FOR FILING

10-1123

2944

Jobs
~~Mrs. Lewis~~

July 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from John B. Robinson, Trent, Oregon in which he states that the Denton Construction Company owes him an unstated amount of money for services as a superintendent and for funds that he advanced the company to keep the job going. He states, in addition, that this claim had been filed with the bonding company in November of 1948, but that he has not yet been paid.

The job to which he refers is apparently our Contract 2944 with the Denton Construction Company for grading and surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Mr. John H. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
Route 1, Box 967
Beaverton, Oregon

NOTED ON CARD
7-6-49

RECEIVED
JUL 12 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
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COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

CRANDALL & COKE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

10-1123

2944

July 1, 1949

Mr. John M. Coke, Attorney
Yeon Building
Portland, Oregon

Dear Mr. Coke:

I received a carbon copy of your letter addressed to the Oregon State Highway Commission and directed to the attention of Mr. Glaisyer, the Commission's Secretary, concerning State Contracts Nos. 2899 and 2944 between the Denton Construction Company and the State.

This problem is a troublesome one. Personally, I think that the Glens Falls Indemnity Company is entitled to the money earned and to be earned under those contracts under the circumstances which attend the contracts, but my problem is to know how to protect the State. If it should be determined that the Government's claim supersedes the interest of the assignee, and the State were to release the money, we would be in an embarrassing situation.

It may be that some arrangement can be worked out between the Government, the Bonding Company and the State, whereby the State will be permitted to release these moneys so that labor and material claims will be paid, and the Bonding Company, in connection with that transaction obligates itself to refund the amount of the Government's claim in the event that by Court order or other decision it be established that the moneys earned under the contract should have been paid to the Government pursuant to its lien.

I would like to know what you think of the idea, and if you don't approve the suggestion, have you any other suggestion to offer which will afford protection to the Highway Commission in the event the moneys are released.

Yours very truly,

J. M. DEVERS

JMD:FRC

NOTED
H. B. GLAISYER

✓ cc- Mr. H. B. Glaisyer

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

KERN CRANDALL
JOHN M. COKE

June 28, 1949

NOTED
H. B. GLAISYER

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaysier, Secretary

Re: Denton Construction Company
State Contracts No. 2899 and 2944

Gentlemen:

Mr. Devers forwarded this office copy of letter dated June 24, 1949, addressed to Hugh H. Earle, Collector of Internal Revenue, together with a copy of a letter to Mr. Baldock in connection with the above two highway jobs. In the letter to Mr. Baldock it is stated as follows:

> "I advised that the second contract had been completed, accepted by the State, and a voucher covering the amount of the final payment; namely the sum of $1,731.83 had been sent out to the contractor for signature."

Apparently Mr. Devers is referring to the final payment on Contract No. 2899 which is known as The Dalles, California-Madras Highway Job. As your file will show the contractor, Albert W. Denton, as of October 2, 1948 made an assignment to the undersigned, the Glens Falls Indemnity Company, of any funds forthcoming from the State on this job. Therefore if any vouchers and payments are to be made they should be forwarded to the undersigned assignee in care of this office.

As your file will further show, on Contract No. 2944 known as the Douglas County-Gardiner Job, a similar assignment was entered into by Albert W. Denton. Your file will also show that the Denton Construction Company was officially declared in

This letter answered by Mr. Slemen July 1, '49
HBG

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JUN 30 1949
OREGON
STATE HIGHWAY COMMISSION

default on this job and subsequently we as the bonding company entered into a subcontract with Harr & Horton for the completion. Several days ago the Gardiner Job was completed and accepted by the State Engineers. It is our opinion that after the State Highway Commission has once declared the contractor in default and the bonding company takes over that thereafter any payments or transactions should be in the name of the bonding company. Otherwise it creates an impossible and awkward situation when your records subsequent to the default are still kept in the name of the original contractor, particularly in this case when the original contractor is not now available for the execution of any of the necessary documents.

The writer expects to be in Salem some time this week and would be pleased to discuss this matter with yourself and Mr. Devers.

Very truly yours,

John M. Coke

jmc rb

cc: J. M. Devers
Chief Counsel
State Highway Commission

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 24, 1949

Honorable Hugh H. Earle
Collector of Internal Revenue
Portland, Oregon

Dear Sir:

There has just been served on the Commission under date of June 22, 1949, a Notice of Levy with respect to a debt which it appears the Denton Construction Company owes the Government and which debt is in the sum of $4,806.16 and grows out of monies withheld by the contractor but not remitted to the Government.

I am enclosing a copy of the letter I have this day addressed to Mr. Baldock, the Chief Engineer, and I call your attention to my letter addressed to you under date of February 7, 1949, which letter was prompted by service on the Commission of a Notice of Levy involving the sum of $10,831.82.

Since the first notice was served I have received no information as to whether any part of the money claimed in that Notice of Levy has been paid and I would like to know now whether or not this last Notice of Levy covering the sum of $4,806.16 represents the total amount due from the Denton Construction Company.

There is another question I would like to be informed on and that is,is the amount of money called for in this second or last notice of money due in connection with the contract which is still underway and not yet completed; namely Contract 2944?

The Highway Commission is anxious to meet its obligation to the Government but is uncertain with respect to the priority of the Government's claim as against the surety company, which holds an assignment which antedates the Notice of Levy. If this last levy in the sum of $4,806.16 is for a claim growing out of the pending contract I shall give serious consideration to advising the Commission to withhold that amount from both the contractor and his surety pending a determination as to the prior rights of the Government.

Such information or advise as you are at liberty to give will be appreciated.

CC: Glens Falls Indemnity Co.
Mr. Paul Lynch
Mr. R. H. Baldock ✓
Mr. H. B. Glaisyer
Mr. M. H. Hawke

Very truly yours,

J. M. DEVERS

JMD:NH

FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 24, 1949

2944

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

The Denton Construction Company entered into a contract with the State covering some work at or near Gardiner. The number of the contract, I believe, is 2944. It appears that the United States Government has a claim against the Denton Construction Company in the sum of $4,806.16 which grew out of withholding tax which it appears the contractor has not paid to the Government. I am advised, but have not verified the information, that the Government's claim grew out of and is related to a different contract than the one now under consideration. I believe our record shows that the Denton Construction Company has defaulted in the performance of its contract and the work is now being supervised and conducted by the Glens Falls Indemnity Company, surety for the Denton Construction Company. Under normal conditions all monies due or earned under the job would be payable to the Glens Falls Indemnity Company since it, as surety, is trying to make good the default of its principal, the Denton Construction Company.

Quite some time ago the Collector of Internal Revenue caused to be served on the Highway Commission a Notice of Levy, which Notice was dated February 4, 1949, and called for the payment of $10,831.82. In response to that Notice of Levy I addressed a letter to Mr. Hugh H. Earle, Collector of Internal Revenue, under date of February 7, 1949, in which letter I advised the Collector that the Denton Construction Company had entered into three contracts with the State, identified as Contracts 2888, 2899, and 2944. I advised also that the first contract had been completed by the contractor, accepted by the State, and final payment had been made. I advised that the second contract had been completed, accepted by the State, and a voucher covering the amount of the final payment; namely the sum of $1,731.83 had been sent out to the contractor for signature. I advised that contract 2944 at that time was uncompleted.

I also advised the Collector in that letter that the Denton Construction Company had earned under said unfinished contract as of November 10, 1948, a total sum of $82,044.50, on which amount there had been paid $74,671.41, and at that time there was a balance due the contractor in the sum of $7,373.10.

I also advised at that time that prior to the date upon which the Notice of Levy had been served the contractor had assigned to the Glens Falls Indemnity Company all monies earned or to be earned under the last two contracts.

What has been done with respect to payment by the contractor or by his surety on the Government's claim I do not know, but I wish to advise that a Notice of Levy dated June 22, 1949, has been served on the State Highway Commission by the Collector of Internal Revenue advising that the Denton Construction Company is indebted to the Government in the sum of $4,806.16.

The purpose of this letter is to call to your attention these facts and to advise that a copy of this letter has been mailed to the Denton Construction Company, the Glens Falls Indemnity Company, Honorable Hugh H. Earle, Collector of Internal Revenue, and to Mr. Paul Lynch, the Internal Revenue Collector located in room 207, Post Office Building, Salem, Oregon. A copy has likewise been sent to Mr. Hawke, the Commission's Auditor, and Mr. Glaisyer, the Commission's Secretary.

In my letter to Mr. Earle I have asked for information concerning the earlier Notice of Levy in which a larger amount was involved and have also asked for information as to the total amount now due from the Denton Construction Company, and have asked to be advised with respect to the contracts out of which this debt has grown. I need this information so that I may properly advise the Commission for I do not want the Commission to be in a position of having disregarded these notices if the Commission is under obligation to withhold from the State's contractor monies earned under the unfinished contract.

I shall advise you further later.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

cc - Mr. Hugh H. Earle
Glens Falls Indemnity Company
Mr. Paul Lynch
Mr. H. B. Glaisyer
Mr. M. H. Hawke

RECEIVED
JUN 2[illegible]
FOR FILING

10-1123

2944

Mrs Lewis

June 15, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of your letter dated June 14 to which was attached three copies of a claim in the amount of $6,000 filed with ~~this~~ your office by James C. Denton against Denton Construction Company for salaries, wages and expense monies furnished the contractor in connection with our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County, your file No. 3175.

We do not have any record of a claim filed with this office by James C. Denton in the amount of $9,900 or for any other amount. Two separate claims, however, have been filed by James P. Denton in amounts of $3,900 and $520.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-15-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

2944

June 14, 1949

DTC
BY SECRETARY

Query
[illegible]

Mr. H. B. Glaisyer,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir;

We received from Francis E. Harrington, attorney for James C. Denton and filed as of June 2nd, a notice of claim by James C. Denton, for salaries, wages and expense moneys, in the sum of $6,000.00, against the bond taken from Albert W. Denton, dba Denton Construction Company, principal, and Glens Falls Indemnity Company, surety, for the work of grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County, Contract no. 2944, our file no. 3175.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

With the above claim there was enclosed an amended notice by James C. Denton for salaries, wages and expense money, in the sum of $9,000.00, against the bond taken from Albert W. Denton dba Denton Construction Company, principal and Glens Falls Indemnity Company, surety, for work of regrading and oil mat surfacing on the Madras Section of The Dalles-California Highway in Jefferson County, contract No. 2899. As our records do not show that a previous claim had been filed by James C. Denton, we wrote to Mr. Harrington, to this effect, but at the present time have received no reply from him.

Very truly yours,

Earl T. Newbry

Secretary of State

RECEIVED
JUN 15 1949
OREGON
STATE HIGHWAY COMMISSION

N:FA

Enc.

6-15-49 SC

Mrs Lewis

June 15, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State filed with their office by James C. Denton in the amount of $6,000 for salaries, wages, and expense moneys furnished the Denton Construction Company in connection with their Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spaulding Building
Portland 4, Oregon

John M. Coke
1012 Yeon Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

[illegible]

6-15-49

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
Cascade Building

520 S. W. 6th Avenue
Portland 4, Oregon

May 31, 1949

Hon. Earl T. Newbry,
Secretary of State
Salem, Oregon

Dear Sir;

Notice is hereby given that James C. Denton, the undersigned, has a claim for salaries, wages and expense moneys paid by him from his own pocket, in the sum of $6,000.00 against the bond taken from Albert W. Denton, doing business as Denton Consruction Company, as principal, and Glens Falls Indemnity Company as surety, for the work of grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County, Contract No. 2944

JAMES C. DENTON

By his attorney in fact

FRANCIS E. HARRINGTON

Francis E. Harrington

To services as construction superintendent at $200.00 per week and for expense moneys and advances to the company.

feh/bt
cc J M Coke, atty for
Glens Falls Indemnity Co.

ENDORSED:
File No. 3175
Filed June 2, 1949
EARL T. NEWBRY, Secretary of State

10-1123

3944

CROSS REFERENCE SHEET

Name or Subject Francis E. Harrington
520 Southwest 6th Avenue
Portland 4, Oregon

File No.

Regarding Claim made by James C. Denton against Albert Denton Construction Company, for salary and wages, also expense money.

Date 5/25/49

SEE

Name or Subject State Job File 16-1015
Contract # 2899

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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10-1123

2944

Mrs. Lewis
note

May 3, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Wilson Brothers whose address is Box 1137, Toledo, Oregon, stating that on May 24, 25 and 26, 1948, they performed $75.00 plus transportation tax of $2.25 worth of hauling for the Denton Construction Company on what appears to be our Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County. They stated that numerous statements had been sent to the contractor but no reply had been made.

The claim as submitted to us was not itemized in any greater detail than shown above. This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
[illegible]

6441

Mrs. Lewis
note.

May 3, 1949

Wilson Brothers
Box 1137
Toledo, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

We have your letter of May 2nd in which you state that your performed $75.00 plus $2.25 worth of hauling for the Denton Construction Company in the City of Gardiner.

This appears to be our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County. This contract has been declared in default, and the bonding company which is the Glens Falls Indemnity Company will take over the job. We suggest that you present your claim to the bonding company whose agent in this particular instance is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

If you wish to protect your claim beyond the ordinary period of six months after the job is completed and accepted by the Commission, we suggest that your claim be filed with the Secretary of State. An excerpt from the Oregon Law outlining this procedure is attached hereto.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

5-3-49

CHEVRON
GAS STATION

WILSON BROTHERS

HIGHWAY 20

TOLEDO OREGON

May 2, 1949

State Highway Dept.
Salem, Oregon

Dear Sirs:

I am writing for information and advice. In regard to some construction work done on U. S. Highway no. 101 in the City of Gardner, Oregon.

On May 24 25, 26, 1948 I did seventy-five dollars plus Trans Tax 2.25 worth of hauling for the Denton Construction Co of 504 Failing Bldg, Portland, Ore.

At the time the work was done I presented my bill to their foreman and heard nothing from them. In August I mailed a statement direct to them in Portland. I have billed them repeatedly since then and on the second month and fifth day of 1949 gave them a complete and itemized statement of the account and to this date have heard nothing from them.

CHEVRON
GAS STATION

WILSON BROTHERS

HIGHWAY 20
TOLEDO OREGON

Is there any way I can receive payment from the State Highway commission and they in turn deduct it from the Denton Construction Co.?

I have ample witnesses to support this claim.

Thank you,

Ellis P. Wilson
Box 1137
Toledo, Oregon
doing business as Wilson Brothers

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MAY 3 - [illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
5-3-49

10-1123 Gardiner Sec., Oregon Coast 1947
Hwy.
#2944 Folder # 1

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10-1123

2944

April 28, 1949

Mr. Hugh B. Collins
Attorney at Law
No. 1 Goldy Building
Medford, Oregon

Dear Mr. Collins:

In reply to your inquiry of April 26th, which I have just received, concerning Albert W. Denton, dba Denton Construction Company, I wish to say that the only uncompleted contract that was awarded to Mr. Denton is State Highway Contract No. 2944, for grading and bituminous macadam surfacing on the Gardner Section of the Oregon Coast Highway in Douglas County. This work is in the Town of Gardner.

Due to certain circumstances surrounding this project, it was necessary for the State Highway Commission at its last meeting to declare Mr. Denton in default, and he has been so informed. The Glenn Falls Indemnity Company, which wrote Mr. Denton's bond in connection with this job, has been requested to take over the work and carry it on to completion. Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4, Oregon, are resident agents for the bonding Company. The dealings of the Company are being handled by Mr. John M. Coke, Attorney for the Company, whose address is the Yeon Building, Portland, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

HUGH B. COLLINS
ATTORNEY AT LAW

TELEPHONE 9234

NO. 1 GOLDY BUILDING
MEDFORD, OREGON

April 26, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you please advise me whether or not Albert W. Denton, doing business as Denton Construction Co., 511 Failing Bldg., Portland 4, Oregon is at the present time engaged in the performance of any uncompleted constructions for you. I should also like to know whether or not he is actually performing them himself, or whether he has sold his assets to his bondsman and permitted the bonding company to proceed.

Very truly yours,

HUGH B. COLLINS

HBC:lw

RECEIVED
APR 28
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
D. GLAISYER

RECEIVED
MAY 10 1949
FOR FILING

10-1123

2944

April 27, 1949

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: W. C. Williams
Assistant State Highway Engineer

Re: Albert W. Denton dba Denton
Construction Company, Contract
No. 2944
Gardiner Job

Gentlemen:

I recall that I talked with you and the various members of the Highway Commission in behalf of my client, the Glens Falls Indemnity Company, which has the bond on Denton's Gardiner Job, as to having the job officially declared in default in order that the bonding company would be in a position to proceed with the completion.

Under date of April 4 you prepared and forwarded to our principal, Albert W. Denton, a notice to the effect that he would have ten days from date in which to advise as to his intention of completing the job. Under date of April 7 I forwarded you a letter executed by Albert W. Denton to the effect that due to financial difficulties he was unable to proceed with the job and had turned the entire job over to ourselves, the Glens Falls Indemnity Company, for completion.

I have delayed entering into any subcontracts for the completion of the Gardiner Job until I received an official notice from the State Highway Commission that the job had been declared in default and a tender by yourselves to the bonding company for the completion of the job by reason of the default. It is possible that you have already done this. However Denton has not informed us and we have received no notice from the State Highway Commission.

Oregon State Highway Commission
April 27, 1949
Page 2

We would greatly appreciate if you would expedite this matter as we would like to immediately enter into definite plans for the completion.

Very truly yours,

rbp -

John M. Coke

jmc rb

cc: J. M. Devers
H. B. Glaysier

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APR 28 1949
OREGON
STATE HIGHWAY COMMISSION

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APR 28 1949
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COMMISSIONERS
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PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

11-1125

2788

April 27, 1949

Glens Falls Indemnity Company
Yeon Building
Portland, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

I enclose herewith a copy of a letter, the original of which has been mailed to the Denton Construction Company, relative to default on the part of said construction company.

Glens Falls Indemnity Company, as surety on the defaulting contractor's bond, is hereby called upon to take over and complete the contractor's unfinished obligations.

Very truly yours,

J. M. DEVERS

JMD:NN

Enc.

cc - W. C. Williams

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 27, 1949

Denton Construction Company
509 Failing Building
Portland, Oregon

Attention: Albert W. Denton

Gentlemen:

The record and the finding of the Highway Commission together with the report of the State Highway Engineer discloses that you are in default in the performance of your contract with the State, identified as contract No. 2944, and which calls for the construction of the Gardiner Section of the Oregon Coast Highway in Douglas County. It appears that you are in default not only with respect to the completion of the work and the performance of other obligations, but you are in default with respect to the payment of claims incurred in connection with the performance of the job.

Pursuant to instructions from the Highway Commission, I hereby advise you that the Commission has found and declared your default, and hereby calls upon your surety, the Glens Falls Indemnity Company, to take over and complete your unfinished obligations. Hereafter any money due or earned under the provisions of the contract will be held by the Commission for disposition pursuant to instructions from your surety or such order by the Commission as the circumstances may justify.

The Commission's finding and declaration with respect to your default is borne out by your letter addressed to the Commission under date of April 7 in which you advise the Commission as follows:

> "Please be advised that due to my financial difficulties I am unable to proceed with the completion of this work and have turned the entire job over to the Glens Falls Indemnity Company, the bonding company, for completion."

Very truly yours,

J. M. DEVERS

JMD:WH
cc - Glens Falls Indemnity Co.
John M. Coke
W. C. Williams

REGISTERED

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APR 28 1949
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KERN CRANDALL

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

JOHN M. COKE

April 27, 1949

REFERRED TO
Mr Byers
By Asst. Chief Engineer

Can you please expedite this?
Williams

Oregon State Highway Commission
Salem, Oregon

Attention: W. C. Williams
Assistant State Highway Engineer

Re: Albert W. Denton dba Denton
Construction Company, Contract
No. 2944
Gardiner Job

NOTED
W. C. WILLIAMS

Gentlemen:

I recall that I talked with you and the various members of the Highway Commission in behalf of my client, the Glens Falls Indemnity Company, which has the bond on Denton's Gardiner Job, as to having the job officially declared in default in order that the bonding company would be in a position to proceed with the completion.

Under date of April 4 you prepared and forwarded to our principal, Albert W. Denton, a notice to the effect that he would have ten days from date in which to advise as to his intention of completing the job. Under date of April 7 I forwarded you a letter executed by Albert W. Denton to the effect that due to financial difficulties he was unable to proceed with the job and had turned the entire job over to ourselves, the Glens Falls Indemnity Company, for completion.

I have delayed entering into any subcontracts for the completion of the Gardiner Job until I received an official notice from the State Highway Commission that the job had been declared in default and a tender by yourselves to the bonding company for the completion of the job by reason of the default. It is possible that you have already done this. However Denton has not informed us and we have received no notice from the State Highway Commission.

RECEIVED
APR 28 1949
OREGON
STATE HIGHWAY COMMISSION

We would greatly appreciate if you would expedite this matter as we would like to immediately enter into definite plans for the completion.

Very truly yours,

John M. Coke
rbp -

John M. Coke

jmc rb

cc: J. M. Devers
H. B. Glaysier

RECEIVED
AUG 11 1949
FOR FILING

KERN CRANDALL
10-1123

2944

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

JOHN M. COKE

AGENDA
APR 11 1949

6-2

April 7, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission

RECEIVED
APR 27 1949
LEGAL DEP'T.

Re: Denton Construction Company
Gardiner Job

Dear Sir:

Albert W. Denton received your letter addressed to him under date of April 4 regarding the status of the Gardiner Job and then brought this letter in to us. He then prepared an answer to this letter, the original of which is enclosed herewith in which you will note he admits that due to financial difficulties he is unable to proceed with the job and has turned over the completion of the job to ourselves, the Glens Falls Indemnity Company. With this formal admission of his inability to proceed we feel that you are now certainly in a position to have the Denton Construction Company officially declared in default. We would prefer official notice from your department. We would like to receive a copy for this office.

In your letter addressed to Albert W. Denton you allow him a ten day period within which to answer. If it is at all possible we would like to have you immediately send out the notice of default as we would like to at once enter into a subcontract for the completion of the job, and as we advised you, we do not feel we are in a position to do this until the job is actually declared in default.

Thanking you for your cooperation, I am,

Very truly yours,

John M. Coke

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

jmc rb
enclosure
cc: H. B. Glaisyer
J. M. Devers

NOTED
W. C. WILLIAMS

S.A.

Portland, Oregon
April 7, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: W. C. Williams
Assistant State Highway Engineer

Gentlemen:

I acknowledge receipt of your letter of April 4 regarding inquiry as to the status of Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway.

Please be advised that due to my financial difficulties I am unable to proceed with the completion of this work and have turned the entire job over to the Glens Falls Indemnity Company, the bonding company, for completion.

Very truly yours,

DENTON CONSTRUCTION COMPANY

By Albert W Denton
Albert W. Denton

rb/

62

4/11/49

April 7, 1949

W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission

Re: Denton Construction Company -
Gardiner Job

Dear Sir:

Albert W. Denton received your letter addressed to him under date of April 4 regarding the status of the Gardiner Job and then brought this letter in to us. He then prepared an answer to this letter, the original of which is enclosed herewith in which you will note he admits that due to financial difficulties he is unable to proceed with the job and has turned over the completion of the job to ourselves, the Glens Falls Indemnity Company. With this formal admission of his inability to proceed we feel that you are now certainly in a position to have the Denton Construction Company officially declared in default. We would prefer official notice from your department. We would like to receive a copy for this office.

In your letter addressed to Albert W. Denton you allow him a ten day period within which to answer. If it is at all possible we would like to have you immediately send out the notice of default as we would like to at once enter into a subcontract for the completion of the job, and as we advised you, we do not feel we are in a position to do this until the job is actually declared in default.

Sam - Williams copy of this to Gray & Devers. 4/26/49

Thanking you for your cooperation, I am,

Very truly yours,

John M. Coke

jmc rb
enclosure
cc: H. B. Glaisyer
J. M. Devers

5A

Portland, Oregon
April 7, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: W. C. Williams
Assistant State Highway Engineer

Gentlemen:

I acknowledge receipt of your letter of April 4 regarding inquiry as to the status of Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway.

Please be advised that due to my financial difficulties I am unable to proceed with the completion of this work and have turned the entire job over to the Glens Falls Indemnity Company, the bonding company, for completion.

Very truly yours,

DENTON CONSTRUCTION COMPANY

By s/ Albert W. Denton
Albert W. Denton

rb/

RECEIVED
APR 8 1949
FOR FILING

10-1123

2944

Salem, Oregon
April 6, 1949

Mr. M. H. Hawkes

Albert W. Denton, dba Denton Construction Company, has two contracts with the State Highway Commission of which final payment has not yet been made. They are Contract No. 2899 for construction of the Madras Section of The Dalles-California Highway; and Contract No. 2944 on the Oregon Coast Highway at Gardiner.

Numerous claims have been filed against both jobs. Legal features are involved. Because of these, and at the suggestion of the Commission's Chief Counsel, Mr. J. M. Devers, please withhold all further payments in connection with both jobs, regardless of the fact that they may be assigned to the surety, until further advised by me.

Secretary

cc: R. H. Baldock
J. M. Devers
Mr. John M. Coke
1012 Yeon Bldg.
Portland, Oregon

REFERRED TO Jerry to note BY SECRETARY

NOTED ON CARD
4-6-49 gs

FORM E 30X 15M 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 5, 1949

SUBJECT:

Madras - #2899
Gardiner - #2944

NOTE TO Hawke
DATE 4-6

To:
R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Mr. John M. Coke, representing the bonding company which is surety on the bond furnished by the Denton Construction Company in connection with its contract on the Madras Section of The Dalles-California Highway, and on the contract covering the work at Gardiner, called yesterday and is anxious that the contractor be declared in default by the Highway Commission and a demand made on the surety company to take over. Under the circumstances I think this action should be taken, because as I understand it the bonding company or surety is paying bills and looking after the work, but as the record stands is not entitled to the money earned. On the contrary, the Denton Construction Company is still in position to demand payments.

Therefore, I advise as I have stated, that you notify the contractor of his default because of failure to carry on his work under the terms of the contract and because of his failure to promptly pay the bills for labor and materials furnished in connection with the job. I suggest that a copy of this letter be sent to the surety company and that copy be accompanied by a letter calling upon the surety company to take over both jobs and complete them, pursuant to the provisions of the contract.

The contractor, after such action has been taken, will no longer be entitled to any of the money earned or any of the money which has been earned and is yet unpaid, but all of such money or funds must be held in trust for the surety company.

You are aware of the fact that the Internal Revenue Department has filed claim against monies which are unpaid to the Denton Construction Company by the State and to monies which may be earned by the Denton Construction Company. Therefore, until the legal phases of this claim have been cleared, the money should be retained in the custody of the State. I am advised that the bonding company has requested the Federal Government to clear up the legal features, for it is the contention of the bonding company that by virtue of a prior assignment by the contractor in favor of the bonding company, and by virtue of the fact that the bonding company has assumed responsibility for the completion of the work, monies earned or to be earned are not subject to the Government's claim until after the bonding company's claims have been taken care of.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

cc – H. B. Glaisyer
John M. Coke
1012 Yeon Bldg.

4-5-49 gc

RECEIVED
[illegible] 12 [illegible]
FOR FILING
10-1123

2944

2944

Mrs. Lewis

April 5, 1949

Mr. Francis E. Harrington
Attorney
520 Southwest 6th Avenue
Portland 4, Oregon

Dear Sir:

We have received from your office an amended claim filed by James P. Denton against the Denton Construction Company for materials and equipment furnished in the amount of $2,590.

This is in connection with our Contract 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
4-5-49 gl

= 144

Mrs. Lewis

April 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received an amended claim from Francis E. Harrington, Attorney, whose address is 520 Southwest Sixth Avenue, Portland 4, representing James P. Denton.

This amended claim states that James P. Denton has a claim for materials and equipment furnished in the amount of $2,590 in connection with our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County. Details of the claim show truck rental at $300 per month — November 20, 21, 22, 1947, and from November 26, 1947, to March 19, 1948, and from May 24, 1948, to October 16, 1948 — a total of eight months and nineteen days.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract No. 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

4-5-49

FRANCIS E. HARRINGTON
ATTORNEY AT LAW
CASCADE BUILDING
ATWATER 9549

520 S. W. 6TH AVENUE
PORTLAND 4, OREGON

Query
prepare and letter

April 1, 1949

2944

AMENDED CLAIM

Oregon State Highway Commission
Salem, Oregon

Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
C/o Jewett, Barton, Leavy & Kern
Lewis Building, Portland, Oregon

Glens Falls Indemnity Company
C/o John M. Coke, Attorney
Yeon Building, Portland, Oregon

Notice is hereby given that James P. Denton, Route 1, Beaverton, Oregon, has a claim for materials and equipment furnished, consisting of the services of one Dodge dump truck (truck rental) in the sum of $2,590.00 against the bond taken from Albert W. Denton, doing business as Denton Construction Company, as principal, Albert A. Asbahr as principal and/or surety, and Glens Falls Indemnity Company (Glens Falls Insurance Company) as surety for the work of Road Construction, 101 Coast Highway, Douglas County, Oregon, Job No. 2944.

James P. Denton
By Francis E Harrington
Francis E. Harrington
Attorney in fact for James P Denton

Rcd 4/4/49 - 8:00 AM

Denton Construction Company
to
James P. Denton,
Dr.

TO: Truck rental at $300.00 per month
November 20, 21, and 22, 1947
November 26, 1947 to March 19, 1948
May 24, 1948 to October 16, 1948
8 Months, 19 days $2,590.00

feh/bt
cc A A Asbahr

4-4-49

RECEIVED
APR 8 1949
FOR FILING

10-1122

2944

File

April 4, 1949

Mr. Albert W. Denton
Route 1, Box 967
Beaverton, Oregon

Dear Sir:

It is imperative that oiling work on your Contract No. 2944, the Gardiner Section of the Oregon Coast Highway, be completed as soon as weather will permit. The time limit on this contract expired, as you know, last fall, and the use of the existing gravel surface has been a heavy penalty to the highway users.

It is requested that you advise us immediately as to your plans for completion of the oiling work, listing equipment and personnel that you will have available.

Owing to the importance of getting this work underway, we will be forced to ask your Surety Company to take over and finish the job unless we have your assurance within 10 days hereof of satisfactory plans for your completing the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

NOTED ON CARD
4-4-49

cc Mr. H. G. Smith
Mr. J. M. Devers

REFERRED TO [illegible]
BY SECRETARY

note on card; also note new address for Denton

RECEIVED
MAR 31 1949
FOR FILING
11-1123
2944

Mrs Lewis

March 29, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a claim from the Gardiner Lumber Company of Gardiner, Oregon, in which they state that the Denton Construction Company owes them $483.45 for lumber furnished the contractor in connection with what appears to be our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

3-29-49 gR

COPY

GARDINER LUMBER CO.

MANUFACTURERS

DOUGLAS FIR AND CEDAR LUMBER

GARDINER, OREGON

October 21, 1948

INVOICE NO. G-164-L

OUR ORDER

YOUR ORDER

CAR

ROUTING

TERMS:

PRICE F. O. B.

SOLD TO Denton construction Company
511 Failing Building
Portland 4, Oregon

SHIPPED TO

THE GOODS COVERED HEREIN ARE WARRANTED TO HAVE BEEN PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 (FEDERAL WAGE AND HOUR LAW).

Douglas Fir S4S AIS

Select Structural

3x10 56/20	2,800	80.00	224.00
10x10 2/24	400	85.00	34.00

#1 Common

10x10 4/12 1/18 9/24	2,350	85.00	199.75
	5,550'		$ 457.75

NOTE:
ALL CLAIMS FOR ANY CAUSE MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS. OUR RESPONSIBILITY CEASES AFTER DELIVERY TO TRANSPORTATION COMPANY.

COPY

GARDINER LUMBER CO.

MANUFACTURERS

DOUGLAS FIR AND CEDAR LUMBER

GARDINER, OREGON

September 30, 1948

INVOICE NO. G-147-L

OUR ORDER

YOUR ORDER

CAR

ROUTING

TERMS

PRICE F. O. B.

SOLD TO

Denton Construction Company
511 Failing Building
Portland 4, Oregon

SHIPPED TO

THE GOODS COVERED HEREIN ARE WARRANTED TO HAVE BEEN PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 (FEDERAL WAGE AND HOUR LAW).

Douglas Fir S4S ALS

#3 Common

2x4 36/16 10/18	504'	51.00	$ 25.70

NOTE:
ALL CLAIMS FOR ANY CAUSE MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS. OUR RESPONSIBILITY CEASES AFTER DELIVERY TO TRANSPORTATION COMPANY

RECEIVED
MAR 31 1949
FOR FILING
10-1123
2944

FILE
2944
Mr. Lewis

March 29, 1949

Gardiner Lumber Company
Gardiner, Oregon

Gentlemen:

We have your letter of March 25 in which you state that the Denton Construction Company owes you $483.45 for lumber furnished on what appears to be our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This claim will be recorded on our records and we will advise the surety and the contractor of its receipt.

We might suggest that if you wish to protect your claim beyond the ordinary period of six months after the job is completed and accepted by the Highway Commission, you file your claim with the Secretary of State. The job, however, is not complete and we do not expect that it will be until some time this coming summer.

For your information we are attaching an excerpt from the Oregon Laws outling the procedure for filing with the Secretary of State.

The surety on the bond in connection with this contract is the Glens Falls Indemnity Company whose agent on this job is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4, Oregon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

3-30-49 SK

GARDINER LUMBER CO.
TELEPHONE 168-169
GARDINER, OREGON

March 25, 1949

REFERRED TO
SECRETARY

State Highway Commission
Salem, Oregon

SUBJECT: Denton Construction Company; 511 Failing Building; Portland, Oregon

Gentlemen:

We regret we have no better reference to our following letter than the above mentioned subject, but have a problem on our hands that we hope you may help us in settling.

In checking your files, no doubt, you will find the above contracting company has done work here on Highway 101 in and near the town of Gardiner.

For your information we have furnished the above concern with 504' of 2x4 #3 which was used in construction of sidewalks on this contract and we have also furnished them with 5,550' of 3x10 and 10x10 which we understand was to be used for posts and guard rails in construction of this highway.

We have repeatedly traced Denton Construction Company for payment in the amount of $483.45 and have todate received no reply to our various letters.

We are enclosing copies of invoices rendered to Denton Construction Company and you will note that on our invoice G-164-L that the invoice covers 56 pieces of 3x10 Select Structural S4S and the balance of invoice to be 10x10 in multiples of 6'. This last invoice in question we wish to particularly call to your attention for stock is on hand and piled approximately a few hundred yards from our plant and has never been installed in the work in question.

Of course in as much as we furnished this stock to the contractor in good faith and the 10x10 posts have been cut to 6' lengths and are ready for installation as soon as work has been resumed on this project here we would very much appreciate compensation for furnishing same in as much as this stock was furnished to the contractor in question on October 21, 1948.

Hope that you will not take offense in our calling this situation to your attention but do believe that you will agree that in as much as stock is on hand and has never been installed that we should be compensated for same.

We trust we have not consumed too much of your time in so far as this matter is concerned and any information that you have to offer would be greatly appreciated.

Very truly yours,

GARDINER LUMBER COMPANY

G J Van Note

G. J. Van Note

3-28-49, S-K

GJVN:tw

RECEIVED
MAR 28 1949
FOR FILING

10-1123

2944

Mrs. Lewis

March 25, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by the Lillebo Equipment Company in the amount of $17.50 against the Denton Construction Company in connection with our Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 18, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received from Lillebo Equipment Company and filed today, a notice of claim for materials furnished in the sum of $17.50, against the bond taken from Denton Construction Company, principal, and Glens Falls Indemnity Company, surety, for work on State Contract No. 2944, on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 23 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 28 1949
FOR FILING

10-1123

2944

Mrs. Lewis

March 25, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Lillebo Equipment Company whose address is Post Office Box 637, Coos Bay, Oregon.

This claim in the amount of $17.50, has been filed against the Denton Construction Company for materials furnished the contractor in connection with his work on our Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is passed on to you as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

G. M. Diesel Power
Parts, Service, Sales

Industrial and Marine Supplies
Bethlehem Wire Rope

LILLEBO EQUIPMENT
COMPANY

WaterfrontHighway Between Coos Bay and North Bend

P.O. Box 637

COOS BAY, OREGON

Phone 680

March 16, 1949

Secretary of State,
State of Oregon,
Salem, Oregon

Dear Sir;

Notice is hereby given that the undersigned, Lillebo Equipment Company, has a claim for materials furnished in the sum of $17.50 against the bond taken from Denton Construction Company, 509 Failing Building, Portland, Oregon; surety, Glens Falls Indemnity Company, whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4, Oregon, for the work in connection with the State of Oregon Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

LILLEBO EQUIPMENT COMPANY

BY DALE LILLEBO

FL:LL

ENDORSED:
File No. 3161
Filed March 18, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 28 1949
FOR FILING

10-1123

2944

2944

Mrs. Lewis

March 24, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Murle Rose dba Reedsport Logging Supply in the amount of $61.21 for materials furnished the Denton Construction Company on our Contract No. 2944.

This claim bears your file No. 3156.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

2944

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 23, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

On March 11th, we received from John W. Purvis, a notice of claim by Murle Rose dba Reedsport Logging Supply, for materials furnished in the sum of $61.21, against the bond taken from Denton Construction Company, principal and Glen Falls Indemnity Company, surety for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County, Oregon.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 28 1949
FOR FILING

10-1123

2944

Mrs. Lewis

March 24, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Murle L. Rose, dba Reedsport Logging Supply, against the Denton Construction Company in the amount of $61.21. This claim is for materials furnished the contractor in connection with our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTICE OF CLAIM

TO: OREGON STATE HIGHWAY COMMISSION
T. H. Banfield, Chairman
Salem, Oregon

Notice is hereby given that the undersigned, Murle Rose dba Reedsport Logging Supply, has a claim for materials furnished Albert W. Denton, dba Denton Construction Company, between Aug-10 and September 8, 1948, in the sum of $61.21.

Material furnished at the request of Denton Construction Company to Denton Construction Company between August 10, 1948 and September 8, 1948, in the sumof $61.21, against the bond taken from Albert W. Denton, dba Denton Construction Company as principal thereon and Glen Falls Indemnity Company as surety thereon for the work of Denton Construction Company in connection with its contract, number 2944, with Oregon State Highway Commission for the grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway in Douglas County, Oregon.

MURLE L. ROSE
Murle Rose

Suscribed and sworn to before me this 10th day of March, 1949.

(SEAL)

[illegible]
Notary Public for Oregon
My Commission Expires

ENDORSED:
File No. 3156
Filed March 11, 1949
Earl T. Newbry, Secretary of State

RECEIVED
MAR 28 1949
FOR FILING

10-1123

2944

Mrs. Lewis

March 24, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by E. V. Abbott and M. H. Durbin, dba Gardiner Service Station for gasoline, oil, labor and storage furnished the Denton Construction Company in connection with the contractor's operations on the Gardiner Section of the Oregon Coast Highway in Douglas County, our Contract No. 2944.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

3-23-49

NOTICE OF CLAIM

TO: Oregon State Highway Commission
T. H. Banfield, Chairman
Salem, Oregon

Notice is hereby given that the undersigned, E. V. Abbott and M. H. Durbin, dba Gardiner Service Station, Gardiner, Oregon, have a claim for labor and materials and storage in the sum of $1,090.54, said amount representing the following:

Material (gasoline and oil) and labor and storage furnished at the request of Denton Construction Company to Denton Construction Company, to and upon equipment of Denton Construction Company, between November 1, 1947 and March 1, 1949, in the sum of $1,090.54 against the bond taken from Albert W. Denton, dba Denton Construction Company as principal thereon and Glen Falls Indemnity Company as surety theron for the work of Denton Construction Company in connection with its contract, number 2944, with the Oregon State Highway Commission for the grading and bituminous macadam surfacing of the Gardiner section of of the Oregon Coast Highway in Douglas County, Oregon.

E. V. ABBOTT
E. V. Abbott

M. H. DURBIN
M. H. Durbin

Subscribed and sworn to before me this 17th day of March 1949.

JOHN W. PURVIS
Notary Public for Oregon

(SEAL)

My Commission Expires July 29, 1951

ENDORSED:
File number 3163
Filed March 21, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 28 1949
FOR FILING
10-1123

2944

Mrs. Lewis

March 23, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by E. V. Abbott and M. H. Durbin, dba Gardiner Service Station, in the amount of $1,090.54.

This claim was filed against the Denton Construction Company for supplies and materials furnished in connection with our Contract 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-23-49, gk

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 21, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from John W. Purvis, a notice of claim by E. V. Abbott and M. H. Durbin, dba Gardiner Service Station, for materials furnished in the sum of $1,090.54, against the bond taken from Denton Construction Company, principal, and Glen Falls Indemnity Company, surety for work on State Contract No. 2944 for grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway in Douglas County, Oregon.

Ghree copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
[illegible]
[illegible] COMMISSION

3-2 [illegible]

RECEIVED
MAR 23 1949
FOR FILING

10-1123

2944.

Mrs Lewis

March 22, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached for your information is a copy of a claim which has been filed with the Secretary of State by Donald V. Baldridge against the Denton Construction Company in the amount of $186.91 for materials and labor furnished in connection with our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

The information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ad
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

[illegible] ON CARD
3-21-49

COPY

NOTICE OF CLAIM

TO: Oregon State Highway Commission
T. H. Banfield, Chairman
Salem, Oregon

Notice is hereby given that the undersigned, Don Baldridge, has a claim for labor and materials in the sum of $186.91 said amount representing the following:

Material (truck parts) and labor furnished at the request of Denton Construction Company to Denton Construction Company upon trucks of Denton Construction Company between January 5, 1948 and June 29, 1948, in the sum of $186.91, against the bond taken from Albert W. Denton dba Denton Construction Company as principal thereon and Glen Falls Indemnity Company as surety thereon for the work of Denton Construction Company in connection with its contract, number 2944, with Oregon State Highway Commission for the grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway in Douglas County, Oregon.

DONALD V. BALDRIDGE
DON BALDRIDGE

Subscribed and sworn to before me this 9th day of March, 1949.

JOHN W. PURVIS
Notary Public for Oregon
My Commission Expires

(SEAL)

ENDORSED,
File no. 3160
Filed March 17, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 23 1949
FOR FILING

10-1123

2944

2944

Mrs. Lewis

March 21, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir :

This is to acknowledge receipt of three copies of a claim filed with your office by Donald V. Baldrige in the amount of $186.91 for materials and labor furnished the Denton Construction Company in connection with our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

2944

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 17, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received from John W. Purvis and filed as of this date a notice of claim by Donald V. Baldrige for materials and labor furnished in the sum of $186.91, against the bond taken from Albert W. Denton, dba Denton Construction Co, principal, and Glen Falls Indemnity Company, surety, for work on State Contract No. 2944, for the grading and bituminous macadam surfacing of the Gardiner section of the Oregon Coast Highway in Douglas County.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FA

Enc.

RECEIVED
MAR 18 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 8
FOR FILING

10-1123

2944

Mrs. Lewis

March 7, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State in the amount of $237.45. This claim was filed by Stamper's J. & J. Tire Company of 579 South Broadway, Marshfield, Oregon, against the Denton Construction Company for tires, labor, repairs and materials furnished the Denton Construction under our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

QUICK SERVICE PHONE 345
VULCANIZING

579 SOUTH BROADWAY
RECAPPING

J & J TIRE COMPANY
Jack W. Stamper, Prop.

U. S.
Tires

TRUCK TIRE RECAPPING

MARSHFIELD, OREGON

Mar. 2, 1949

Secretary of State
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Stamper's J. & J. Tire Co., Inc., has a claim for New Tires & Tubes, Labor, Tire Repairs and Materials in the sum of ($237.45) Two Hundred Thirty-seven and 45 Hundreds Dollars against the bond taken from the Glens Falls Indemnity Company for the work of Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Stamper's J. & J. Tire Co. Inc.
JACK W. STAMPER

ENDORSED:

File No. 3154

Filed March 3, 1949

EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 8 1949
FOR FILING

10-11 23

2944

Mrs. Lewis

March 7, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your No. 3154, filed with your office by Stamper's J. & J. Tire Company, Inc., against the Denton Construction Company in the amount of $237.45 in connection with the contractor's operations on our Contract 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi

NOTED ON CARD

3-7-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 3, 1949

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received from Stamper's J. & J. Tire Co., Inc., and filed as of this date, a notice of claim for labor and materials furnished in the sum of $237.45 against the bond taken from Denton Construction Company, principal, and Glens Falls Indemnity Company, surety, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County, file No. 3154.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FL

ENC.

RECEIVED
MAR 7 1949
FOR FILING

10-1123

2944

Mrs Lois

March 4, 1949

Lillebo Equipment Company
P. O. Box 637
Coos Bay, Oregon

Gentlemen:

This is to acknowledge your letter of March 2nd addressed to Mr. T. H. Banfield, Chairman of the Highway Commission, advising that the Denton Construction Company owe you $17.50 for merchandise purchased in May, 1948, while the contractor was at Gardiner.

This appears to be our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County. The surety under the above contract is the Glens Falls Indemnity Company, whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

We would suggest that you advise the bonding company of your claim and also that it be filed with the Secretary of State. By so filing, your claim will be protected for a period longer than the regular six months' period after the job is completed and accepted by the Commission.

For your convenience we are attaching an excerpt from the Oregon Laws outlining the procedure for filing with the Secretary of State.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
3-4-49 e

Mrs Lewis

March 4, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from the Lillebo Equipment Company whose address is Post Office Box 637, Coos Bay, Oregon, stating that the Denton Construction Company owes them $17.50 for merchandise purchased during the month of May, 1948, while on the Gardiner job.

This appears to be in connection with our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as the Glens Falls Indemnity Company appears as surety in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

3-4-49

G.M. DIESEL POWER
PARTS, SERVICE, SALES

INDUSTRIAL AND MARINE SUPPLIES
BETHLEHEM WIRE ROPE

Lille pment

GM
GENERAL MOTORS
DIESEL
POWER

WATERFRONT HIGHWAY BAY AND NORTH BEND
P. O. BOX 537
COOS BAY, OREGON

PHONE 680

March 2, 1949

2944

Mr. T. H. Banfield, Chairman,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

We wish to advise of an unpaid account of the Denton Construction Company, 509 Failing Building, Portland, Oregon.

This concern made purchases from us of merchandise during the month of May 1948 while on the Gardiner, Oregon job and as of this date there is an unpaid balance of $ 17.50. We have made many attemps to collect this balance but without success.

Will you kindly advise the name of the bonding company so that we may be able to advise them accordingly with regard to this account.

If there is any other procedure other than legal action that we could or should follow in the collection of this account we will appreciate receiving your advice in the matter.

Very truly yours,

LILLEBO EQUIPMENT COMPANY

By Dale Lillebo

DL:LL

RECEIVED
COMMISSION

3-3-49

RECEIVED
FEB 21 1949
FOR FILING

10-1123

2944

Salem, Oregon
February 18, 1949

J. M. Devers
Chief Counsel
Building

Dear Sir:

As requested in your note of February 17, we are attaching herewith, one unexecuted copy of Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas Couny.

Very truly yours,

Secretary

FAQ:md
Attach.

FORM [illegible] 10-48 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1949

SUBJECT:

To: H. B. Glaisyer

Secretary

Dear Mr. Glaisyer:

I am returning to you State Highway Contract No. 2944 with the Denton Construction Company, but I wish in exchange you would send me an unexecuted copy so that I can have it in my files in connection with the controversy that is pending involving funds earned and to be earned under the job, and the Government's tax lien.

Very truly yours,

J M Devers

J. M. DEVERS

JMD:NH

Enc.

[illegible]

RECEIVED
FEB 23
FOR FILING

10-1123

2944

Mrs. Lewis
note on card

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3152, filed with your office by the Umpqua River Navigation Company against the Denton Construction Company in the amount of $1,988 for material furnished the contractor in connection with work performed on our Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-15-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 11, 1949

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3152, the additional notice of claim by Umpqua River Navigation Company for sand, gravel and rental of equipment furnished in the sum of $1,988.00, making the total claim $30,943.55, against the bond taken from the Denton Construction Company for work on Gardiner Section of the Coast Highway.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

[illegible]
2-14-[illegible]

RECEIVED

Mrs. Lewis
note on card

February 15, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us yesterday from the Secretary of State in the amount of $1,968. This is an additional claim filed by the Umpqua River Navigation Company for materials and rental furnished the Benton Construction Company for work performed under our Contract 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Benton Construction Company
409 Failing Building
Portland 4, Oregon

[illegible]
2-15-49

UMPQUA RIVER NAVIGATION COMPANY
Barges, Towing, Sand and Gravel
Since 1889
Reedsport, Oregon

January 28th, 1949

Secretary of State of Oregon,
Salem,
Oregon,

Dear Sir,-

"To Oregon State Highway Commission:

Notice is hereby given that the undesigned Umpqua River Navigation Company has an ADDITIONAL claim for sand, gravel, and rental of equipment for month of November, 1948 in the sum of $1,988.00 now making a total claim of $ 30,943.55 against the bondtaken from Denton Construction Company with Glens Falls Indemnity Company as surety for the work of Contract 2644, Gardiner Section of the Coast Highway."

UMPQUA RIVER NAVIGATION COMPANY

By REBAGLIAT
Secretary

cc Jewett, Barton, Leavy & Kern
Roy F. Owen Company
Denton Construction Company

ENDORSED:
File No. 3152
Filed: February 10, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FEB 25
FOR FILING

10-1123

2944

Mrs. Lewis
not on card

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3145, filed by the State Industrial Accident Commission for unpaid contributions in the amount of $1,368.70 against the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County, our Contract No. 2944.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FA Q:md

NOTED ON CARD

8-15-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 10, 1949

944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed, file no. 3145, the notice of claim by State Industrial Accident Commission for the unpaid contributions in the sum of $1368.70 against the bond taken from Albert Denton, Contractor, dba Denton Construction Co. for grading and macadam surfacing the Gardner Section of the Oregon Coast Highway in Douglas County.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

NOTED BY CAR
2-14-49

RECEIVED
FEB 11
OREGON
STATE HIGHWAY COMMISSION

Mrs. Lewis
note on card

February 15, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us yesterday from the Secretary of State. This claim was filed in their office by the State Industrial Accident Commission for unpaid contributions in the sum of $1,362.70 against the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland, 4, Oregon

Guy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

[illegible] on Card
2-15-49

State Industrial Accident Commission
Salem, Oregon

C O P Y

Form 69, 10M 6-42

January 5, 1949

Firm No. 135861

State Highway Commission
Attention: H. B. Glaisyer, Secretary
Salem, Oregon

Earl T. Newbry
Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
c/O John M. Coke, Attorney
Yeon Building
Portland, Oregon

Gentlemen:

Re: State Industrial Accident Commission
vs Albert Denton, dba Denton Construction
Company.

Enclosed herewith is an itemized statement for $1368.70, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 2944, Gardiner Section of Oregon Coast Highway, Albert Denton Contractor.

This letter, together with attached statement is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:kv

Registered

ENDORSED:
File No. 3145
Filed January 6, 1949
Earl T. Newbry, Secretary of State

State of Oregon
Industrial Accident Commission
Fiscal Control Division
Salem, Oregon

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE
THE INDUSTRIAL ACCIDENT FUND

135861
Firm Number
The Denton Construction Co.

Period Covered Mo.	Yr.	Class of Payroll	Base Rate	As Audited Exp. Rate	Amt. of Payroll	Emp. Cont.	Work Cont.	Int.	As Paid	Balance Debit
[illegible] 4	48	No Payroll								
5	48	Road Construction	4.50	Base	610.45	27.47	.51	1.96	Unreported	29.94
6	"	"	"	"	3405.92	153.27	2.80	9.36	"	165.43
7	"	"	4.00	"	6293.39	251.74	3.47	12.76	"	267.97
8	"	"	"	"	7623.66	304.95	5.81	12.43	"	323.19
9	"	"	"	"	4217.23	168.69	2.99	5.15	"	176.83
10	"	"	"	"	9167.87	366.71	6.04	7.46	"	380.21
11	"	"	"	"	613.00	24.52	.36	.25	"	25.13
			Totals		1297.35	21.98	49.37			1368.70

State Highway contract #2944
Grading & Macadam Surfacing
Gardner Section Oregon Coast
Highway in Douglas County

Prepared By L. Hill 1-3-49 Total 1368.70

ENDORSED:
File No. 3145
Filed January 6, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FEB 11 1949
FOR FILING

90-1123

2744

Mrs. Lewis

February 9, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached, hereto, is a copy of a claim received by us today from the Secretary of State. This claim, in the amount of $33.00, was filed with their office by Mary E. Jamelle covering the cost of repairing broken windows in her property which she claims was caused by the Denton Construction Company's operations in connection with their work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Mrs. Jamelle's address is Gardiner, Oregon.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Louis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
2-9-49

Mrs. J. A. Janelle Gardiner, Oregon

February 2, 1949.

Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

In accordance with instructions from H. B. Glaisyer, Secretary of the Oregon State Highway Commission, I am filing with you a copy of the claim for damages which I have also submitted to them through the Division Office at Roseburg:

"Notice hereby is given that the undersigned, Mary R. Janelle, has a claim for $33.00 to repair three broken windows in my building at Gardiner, Oregon, This building faces the highway and the breakage was caused last July by flying rocks while the construction work was under way. The price for glass is $21.00 and labor $12.00. The Denton Construction Company of Portland had the contract for widening the highway thru Gardiner."

As I am anixous to recover the damages due me, I will appreciate your attention to the above.

Thanking you, I remain,

Very truly yours,

MARY R. JANELLE

ENDORSED:
FILE NO. 3144
FILED FEBRUARY 4, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
FEB 11 1949
FOR FILING

10-1123

3144

Mrs. Lewis

February 9, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of February 4 to which was attached three copies of a claim filed with your office by Mary R. Jamelle against the Denton Construction Company for broken windows in connection with the contractor's operations in Gardiner, Oregon.

The claim is in the amount of $33.00 and is identified as your file No. 3144.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-2-49 gk

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 4, 1949

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3144, the notice of claim by Mary R. Janelle for labor and glass to repair broken windows furnished in the sum of $33.00 against the bond taken from Denton Construction Company for widening the highway through the town of Gardiner, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
FEB 5
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

2-5-49

RECEIVED
FEB 9 1949
FOR FILING

10-1123

2944

February 7, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks, your letter of January 31 to which was attached three copies of a claim filed with your office by Dolan and Serfling for office space and materials in the amount of $435.37 filed with your office against the Denton Construction for work on the Gardiner Section of the Oregon Coast Highway in Douglas County - our Contract No. 2944.

This claim is identified as your file No. 3141.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-7-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

2944

January 31, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3141, the notice of claim by Dolan and Serfling for rental of office space and sundry materials furnished in the sum of $435.37 against the bond taken from Denton Construction Company for improving highway 101 through the town of Gardiner, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

[illegible]
2-7-49

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

February 7, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached, hereto, is a copy of a claim received by us today from the Secretary of State. This claim was filed in their office by Dolan and Serfling on January 31 and is in the amount of $435.37 for rental of office space and sundry materials furnished to the Denton Construction Company under our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
909 Failing Building
Portland 4, Oregon

[illegible]

2-7-49

The Lower Umpqua's Most Complete Store

DOLAN & SERFLING

Gardiner, Oregon

Phone 5-R-3

Groceries..Hardware..Dry Goods.. Men's Shoes..Sporting Goods

Jan. 29, 1949

To Oregon State Highway Commission:

Notice is hereby given that the undersigned Dolan & Serfling (a copartnership) has a claim for rental of office space and for sundry materials from our stock of "general Merchandise", in the sum of Four hundred thirty five dollars and 37 cents ($435.37) against the bond taken from Denton Construction Company and Glen Falls Indemnity Co. for the work of Contract No. 2944 covering highway improvement thru the town of Gardiner on Highway 101

DOLAN & SERFLING

By B. A. SERFLING
B. A. Serfling, Partner

ENDORSED:
File No. 3141
Filed January 31, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FEB 7 19[illegible]
FOR FILING

10-1123

2944

Mrs. Lewis

February 1, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

A claim has been filed with this office by Mary R. Jonelle of Gardiner, Oregon, covering three broken windows in a grocery store in Gardiner.

She states that the new glass will cost $21.00 and that the labor of installation has been quoted at $12.00 or a total claim of $33.00. Her letter states that the damage was incurred during recent highway construction through Gardiner, which appears to be in connection with our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland, 4, Oregon

Roy F. Owen Company
Spalding Building
Portland, 4, Oregon

Denton Construction Company
909 Failing Building
Portland, 4, Oregon

NOTED ON CARD
2-1-49 gl

Mrs Lewis

February 1, 1949

Mrs. Mary R. Janelle
Gardiner, Oregon

Dear Mrs. Janelle:

This is to acknowledge your letter of January 17, 1949, addressed to Mr. George Sothman at Roseburg, Oregon. Your letter was forwarded through the Division Office at Roseburg to this office in Salem. Your letter states that you have a claim in the amount of $33.00 for the repair of three broken windows in your grocery store caused by flying rocks while construction work was under way last summer in Gardiner.

This appearsto come under our Contract No. 2944 with the Denton Construction Company whose address is 509 Failing Building, Portland 4, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

In addition to filing your claim with this office, we suggest that you also file it with the Secretary of State to protect your claim beyond the nominal period of six months after the job has been completed and accepted by the Commission.

For your information we are enclosing an excerpt of Oregon Law outlining the procedure for such a filing.

We also suggest that you file a claim with the Glens Falls Indemnity Company who are acting as surety on this contract and whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

Your claim will be recorded in this office, and we will also call it to the attention of the contractor and the surety.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Secretary

2-1-49 g(

FAQ:md
Enc.

2944

Jan. 27, 1949

Mrs. Mary R. Janelle
Gardiner,
Oregon

Dear Mrs. Janelle:

Your claim for damages to the windows in your Store in Gardiner has been handed to me and I am in turn forwarding it to the Bonding Company.

This road was under contract at the time of the accident and I believe your best move is to put your claim into the Bonding Company as it has taken over this contract.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

kdl;g

cc: Smith

Mr. Smith: Will you please turn this letter over to the Bonding Company for Denton Construction Company - contract 2944 - Gardiner.

K. D. Lytle

NOTED ON CARD

2-1-49, gc

Jimmy
Please prepare usual letter
MBS

Mrs. J. A. Janelle

Gardiner, Oregon

January 17, 1949.

RECEIVED
JAN 25 1949
MAINT. SUPT.
BURG. OREGON

Mr. George Sothman,
District Maintenance Supt.
Oregon State Highway Dept.
Roseburg, Oregon.

Dear Sir:

I wish to present a claim for damages done to my building because of the recent highway construction thru Gardiner.

This building faces the highway and at the time the work was being done, three windows in the gorcery store and one in the portion occupied by the post office were broken from flying rocks and gravel while this work was being done.

I have had the windows measured for new glass which will be $21.00 and have consulted a carpenter for charges of installing it and he has given me a price of $12.00.

I am seeking compensation for this expense of $33.00 which is necessary to repair the damages incurred by this highway work.

Thanking you for your attention to the above, I remain,

Very truly yours,

Mary R. Janelle

The Windows were broken
in August & July.
Harold Grubb

NOTED ON CARD

2-1-49

RECEIVED
JAN 31 1949
FOR FILING
10-1123
2944

Mrs. Lewis

January 27, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from the J & J Tire Company whose address is 579 South Broadway, Coos Bay, Oregon, that the Denton Construction Company owes them $237.45 for tires furnished on the contract job at Gardiner. This appears to be our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
909 Failing Building
Portland 4, Oregon

NOTED ON CARD
1-27-49

RECEIVED
JAN 31
FOR FILING

10-11

2944

Mrs. Lewis

January 27, 1949

J & J Tire Company
579 South Broadway
Coos Bay, Oregon

Gentlemen:

This is to acknowledge your letter of January 22nd in which you state the Denton Construction Company left the Gardiner job owing you $237.45 for tires. This appears to come under our Contract No. 2944 with the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Your claim will be noted on our records, and we will also advise the surety.

To protect your claim beyond the initial period of six months after the job is completed and accepted by the Highway Commission, we suggest that you file your cliam with the Secretary of State. For your convenience in filing we are enclosing and exerpt from the Oregon Law outlining the procedure.

We also suggest that you file your claim with the Glens Falls Indemnity Company who is the bond agent on this job and whose agent handling this contract is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
1-27-49 gl

ICK SERVICE PHONE 345
VULCANIZING

579 S. BROADWAY
RECAPPING

U.S.
TIRES

J & J TIRE COMPANY
JACK W. STAMPER, PROP.
TRUCK TIRE RECAPPING
MARSHFIELD, OREGON

January 22, 1949

2944

State Highway Commission
Salem, Oregon

Dear Sirs:

The Denton Construction Company that was working on Highway 101 at Gardiner, Oregon left the job owing us $237.45 for tires that were used on the job.

I understand they are bonded by the State. Any information you can give us will be apreciated.

Very truly yours,

Jack W. Stamper

RECEIVED
JAN 24
OREGON
STATE HIGHWAY COMMISSION

1-24-49

RECEIVED
JAN 21
FOR FILING

10-1123

2944

Mrs. Lewis

January 20, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim received by us from the Secretary of State. This claim, in the amount of $4,009.71, was filed with them by Wayne N. Woodward for dump truck hauling furnished the Denton Construction Company on the Gardiner Section of the Oregon Coast Highway in Douglas County. This appears to come under our Contract No. 2944.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland, 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
1-20-49 gR

PY

January 15, 1948

Arago, Oregon

TO:

Oregon State Highway Commission

State of Oregon

Notice hereby is given that the undersigned, Wayne M. Woodward, Arago, Oregon, has a claim for dump trucking, (hauling dirt, salvage material, and gravel) in the sum of four thousand nine dollars and seventy one cents ($4009.71) against the bond taken from the Denton Construction Co. and the Glen Falls Indemnity Co, Roy F. Owen Agent Spaulding Building Portland Oregon, for the work of state highway grading and surfacing through the town of Gardiner Oregon, Oregon Coast Highway 101.

Wayne M. Woodward

WAYNE M. WOODWARD

ENDORSED:
File No. 3137
Filed January 18, 1949
Earl T. Newbry, Secretary of State

RECEIVED
JAN 21 1949
FOR FILING
10-1123
2944

Mrs. Lewis

January 20, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of January 19, to which was attached three copies of a claim filed with your office by Wayne N. Woodward against the Denton Construction Company for work performed on the Gardiner Section of the Oregon Coast Highway.

This claim is in the amount of $4,009.71 and apparently comes under our Contract No. 2944.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-20-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 19, 1949

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3137, the notice of claim by Wayne M. Woodward for the dump trucking furnished in the amount of $4,009.71 against the bond taken from Denton Construction Company for surfacing and grading the Oregon Coast Highway 101, through the town of Gardiner, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

[illegible]

RECEIVED
JAN [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 19
FOR FILING

10-1123

2944

Mrs. Lewis

January 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Wayne M. Woodward of Arago, Oregon, in which he states that the Denton Construction Company owes him $4,009.71 for truck hauling on the Gardiner Section of the Oregon Coast Highway. This appears to be our Contract No. 2944 with the Denton Construction Company for work on the section stated above.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/19

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

1-18-49, gc

Mrs. Lewis

January 18, 1949

Mr. Wayne M. Woodward
Arago, Oregon

Dear Mr. Woodward:

This is to acknowledge your letter of January 15 in which you state that you have a claim against the Denton Construction Company in the amount of $4,009.71 for truck hauling under what appears to be our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This claim will be entered on our records for this job and we might suggest, if you have not already done so, that you file your claim with the Secretary of State. By so filing your claim will be protected beyond the ordinary limit of six months after the job is completed and accepted.

The surety for this contract is the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4. It is our understanding that the Roy F. Owen Company, Spalding Building, Portland 4, is also handeling the surety's interests. We suggest that you file your claim with the surety.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

1-18-49

January 15, 1948

Arago, Oregon

To :

Oregon State Highway Commission,

State of Oregon.

Notice hereby is given that the undersigned, Wayne M. Woodward ,Arago Oregon, has a claim for dump trucking, (hauling dirt, salvage material, and gravel) in the sum of four thousand nine dollars and seventy one cents ($4009.71) against the bond taken from the Denton Construction Co. and the Glen Falls Indemnity Co, Roy F. Owen agent Spaulding building Portland Oregon, for the work of state highwy grading and surfacing through the town of Gardiner Oregon, Oregon coast highwy 101.

Wayne M. Woodward

Wayne M. Woodward

REFERRED TO [illegible]

BY SECRETARY

[illegible]

RECEIVED

JAN 1[illegible]

OREGON

STATE HIGHWAY COMMISSION

[illegible] ON CARD

1-15-48

RECEIVED
JAN 17 1949
FOR FILING

10-1123

2944

January 14, 1949

Mr. F. P. Stager
Attorney
Taft, Oregon

Dear Mr. Stager:

In your letter of January 13, 1949, you inquire as to the name of the bonding company that has taken over the contract of the Benton Construction Company.

The records of the State Highway Commission fail to disclose that the Benton Construction Company have ever done contract work with this Commission. It may be that you have reference to Denton Construction Company, which is doing work for the State Highway Commission at Gardiner and if that is the work to which you refer, the following information will be pertinent.

The Commission awarded the contract to Albert W. Denton, dba Denton Construction Company. The contract was given the No. 2944. It covers grading, and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County. The bond was written by the Glens Falls Indemnity Company for whom Jewitt, Barton, Leavy, and Kern are local agents, with offices in the Lewis Building, Portland 4, Oregon. Mr. Denton's Portland address is 509 Failing Building, Portland 4, Oregon.

Mr. Denton was also awarded State Highway Contract No. 2888 for improvement of the Pacific Highway in the City of Ashland, and No. 2899 for the improvement of The Dalles California Highway in the City of Madras.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/ef

F. P. STAGER
ATTORNEY
PHONE TAFT 370
TAFT, OREGON

January
13
49

State Highway Department
Salem, Oregon

Gentlemen:

Will you please notify me of the name of the bonding company that has taken over the contract of the Benton Construction Company.

Very truly yours,

F. P. Stager

RECEIVED
JAN 14 1949
OREGON
STATE HIGHWAY COMMISSION

ERED
ISTER

F
P
S:mh

RECEIVED
JAN 10 1949
FOR FILING

10-1123

2944

Mrs. Lewis notes

January 6, 1949

State Industrial Accident Commission
Building

Attention: Ray H. Lafky, Attorney

Gentlemen:

This is to acknowledge your letter of January 5 to which was attached an itemized claim in the amount of $1,368.70 for unpaid Industrial Accident Contributions.

This claim against the Denton Construction Company, our Contract No. 2944, will be noted on our records and the surety and contractor will be notified.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

1-6-49

STATE OF OREGON
INDUSTRIAL ACCIDENT COMMISSION
1859

COLLECTIONS DIVISION
RAY H. LAFKY, ATTORNEY

SALEM, OREGON

PAUL E. GURSKE
T. MORRIS DUNNE
L. D. ARENS
COMMISSIONERS

January 5, 1949

Firm No. 135861

State Highway Commission
Attention: H. B. Glaisyer, Secretary
Salem, Oregon

Earl T. Newbry
Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
c/o John M. Coke, Attorney
Yeon Building
Portland, Oregon

Giving
necessary attn

Gentlemen: Re: State Industrial Accident Commission vs. Albert Denton, dba Denton Construction Company.

Enclosed herewith is an itemized statement for $1368.70, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 2944, Gardiner Section of Oregon Coast Highway, Albert Denton Contractor.

This letter, together with attached statement is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

Ray H. Lafky

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RECEIVED
JAN 6 1949
OREGON
STATE HIGHWAY COMMISSION

RHL:kv

Registered

1-6-49 gl

RECEIVED
JAN 10 1949
FOR FILING

10-1123

2944

Mrs. Lewis note

January 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received from the State Industrial Accident Commission a claim for unpaid contributions in the amount of $1,368.70. This claim is against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON [illegible]

1-6-49

STATE OF OREGON
INDUSTRIAL ACCIDENT COMM N
FISCAL CONTROL DIVISION
SALEM, OREGON

ITEMIZ STATEMENT OF CONTRIB ONS DUE THE INDUSTRIAL ACCIDENT FUND

Denton Construction Co.
FIRM NAME

PERIOD COVERED			AS AUDITED								AS PAID					
MO.	YR.	CLASS OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST
4	48	No Payroll														
5	48	Road Construction	4.50	Base	610 45	27 47	51	1 96				Unreported				
6	"	"	"	"	3405 92	153 27	2 80	9 36				"				
7	"	"	4.00	"	6293 39	251 74	3 47	12 76				"				
8	"	"	"	"	7623 66	304 95	5 81	12 43				"				
9	"	"	"	"	4217 23	168 69	2 99	5 15				"				
10	"	"	"	"	9167 87	366 71	6 04	7 46				"				
11	"	"	"	"	613 00	24 52	36	25				"				
		State Highway contract #2944 Grading & Macadam Surfacing Gardner Section Oregon Coast Highway in Douglas County														
		TOTALS			1297 35	21.98	49 37				XXXXXX					

PREPARED BY L. Hill 1-3- 1949

TOTAL

GON
T COMM[illegible]N
DIVISION
GON

ITEMIZ[illegible] STATEMENT OF CONTRIB[illegible]ONS DUE
THE INDUSTRIAL ACCIDENT FUND

135861
FIRM NUMBER

Denton Construction Co.
FIRM NAME

AS AUDITED									AS PAID						BALANCE	
PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DEBIT	CREDIT
ruction	4.50	Base	610 45	27 47	51	1 96				Unreported					29 94	
	"	"	3405 92	153 27	2 80	9 36				"					165 43	
	4.00	"	6293 39	251 74	3 47	12 76				"					267 97	
	"	"	7623 66	304 95	5 81	12 43				"					323 19	
	"	"	4217 23	168 69	2 99	5 15				"					176 83	
	"	"	9167 87	366 71	6 04	7 46				"					380 21	
	"	"	613 00	24 52	36	25				"					25 13	
ay contract #2944																
acadam Surfacing																
tion Oregon Coast																
Douglas County																
			1297 35	21.98	49 37				xxxxxx						1368 70	

PREPARED BY [illegible] 3- 1949

TOTAL 1368 70

RECEIVED
JAN 10 1949
FOR FILING

10-1123

2944

2744

Mrs Lewis note

January 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State in the amount of $28,955.55. This claim was filed in their office by the Umpqua River Navigation Company for sand and gravel and equipment rental against the Denton Construction Company, Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

1-5-49

UMPQUA RIVER NAVIGATION COMPANY

Barges, Towing, Sand and Gravel

since 1889

Reedsport, Oregon

Dec. 27th, 1948

Secretary of State of Oregon
Salem,
Oregon

Dear Sir:

"To Oregon State Highway Commission:

Notice is herby given that the undersigned Umpqua River Navigation Company has a claim for sand, gravel and rental of equipment in the sum of $28,955.55 against the bond taken from Denton Construction Company with Glens Falls Indemnity Company as surety for the work of Contract 2644, Gardiner section of the coast highway."

UMPQUA RIVER NAVIGATION COMPANY

BY C. REBAGLIAT
Secretary

cc Jewett, Barton, Leavy & Kern
Roy F. Owen Company
Denton Construction Company

ENDORSED:
FILE NO. 3131
FILED JANUARY 3, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
JAN 10 1949
FOR FILING

10-1123

2944

Mrs. Lewis
note

January 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim in the amount of $708.25 received by us today from the Secretary of State. This claim has been filed with their office by Rogers and Hand for culvert and sewer pipe furnished the Denton Construction Company under our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

NOTICE OF CLAIM

TO: STATE OF OREGON

Notice hereby is given that the undersigned, William Rogers and L. W. Kuni, doing business as Rogers & Kuni, have a claim for culvert and sewer pipe furnished to the Denton Construction Company at its special instance and request, in the sum of $708.25, against the bond taken from the said Denton Construction Company as principal and the Glens Falls Indemnity Company as surety for the work of grading and placing a bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway, contract no. 2944 of the State Highway Commission of Oregon with the said Denton Construction Company.

DATED this 31st day of December, 1948.

ROGERS & KUNI

By LLOYD KUNI

STATE OF OREGON)
: ss.
County of Coos)

I, Lloyd Kuni, being first duly sworn depose and say: That I am one of the partners of the partnership firm of William Rogers and L. W. Kuni, doing business as Rogers & Kuni; That I have personal knowledge of the claim against the Denton Construction Company and that the same is a true and correct account of moneys owing and unpaid by said Denton Construction Company to Rogers & Kuni.

LLOYD KUNI

Subscribed and sworn to before me this 31st day of December, 1948.

(SEAL)

DAVID J. GRANT, JR
My commission expires 11/23/49

ENDORSED
FILE NO.3133
FILED JANUARY 4, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
JAN 10 1949
FOR FILING

10-1123

2144

2941

Mrs. Lewis note

January 5, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of January 4, 1949, to which was attached three copies of a claim filed with your office by Rogers and Kuni against the Denton Construction Company for work performed on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This claim is in the amount of $708.25, your file No. 3133.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-5-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 4, 1949

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3133, the notice of claim by Rogers and Kuni for pipe and a bituminous macadam surfacing in the sum of $708.25, against the bond taken from Denton construction Company, for work on Gardiner Section of Oregon Coast Highway in Douglas County, Oregon for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

NOTED ON CARD
1-5-49, 3[illegible]

RECEIVED
JAN 5 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 10 1949
FOR FILING

12-1123

2944

Mrs. Lewis
note

January 5, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of January 3, 1949, to which was attached three copies of a claim filed with your office by the Umpqua River Navigation Company in the amount of $28,955.55 against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-5-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 3, 1949

2994

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file number 3131, the notice of claim by Umpqua River Navigation Company for rental of equipment furnished in the sum of $28,955.55, against the bond taken from Denton Construction Company, for work on Gardiner Section of the Coast Highway., Douglas County, Oregon, Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

[illegible]
1-5-49 g.l.

RECEIVED
JAN 5 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 - 1949
FOR FILING

10-1123

2944

Mrs. Lewis' note

January 3, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of an amended claim in the amount of $3,900 received by us from the Secretary of State. This amended claim was filed in their office by James P. Denton against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

L-3-49 [illegible]

James P. Denton
Box 1199, McL. Hts.
Vancouver, Wash.
December 17, 1948

TO:

Secretary of State of State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned James P. Denton, has a claim for the rent of one dump truck in the sum of three thousand nine hundred dollars, $3,900. against the bond taken from Denton Construction Co., 511 Failing Bldg. Portland 4, Ore. and Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Bldg. Portland 4, Ore. for the work of Contract No. 2944 U. S. 101 Highway, Gardiner, Oregon.

James P. Denton
JAMES P. DENTON

REFERRED TO
Secty of State
by Secretary

ENDORSED:
File No. 3124
Filed December 23, 1948
Earl T. Newbry, Secretary of State

RECEIVED
JAN 5 - 1949
FOR FILING

10-1123

2944

44

Mrs. Lewis note

January 3, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of December 28 to which was attached three copies of a claim filed by the Portland Wire and Iron Works for material furnished in the amount of $522.21.

This claim was filed against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4

NOTED ON CARD

1-3-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 28, 1948

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 27, a notice of claim by Portland Wire & Iron Works for material furnished in the sum of $522.21, against the bond taken from Denton Construction Company, for work on Gardiner Section of Oregon State Highway in Douglas County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

12-29. [illegible]

RECEIVED
DEC 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 - 1949
FOR FILING

10-1123

2944

[illegible]44

Mrs. Lewis
note

January 3, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 27 to which was attached three copies of an amended claim filed with your office by James P. Denton against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4

NOTED ON CARD
1-3-4228

2944

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 27, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 23, the amended notice of claim by James P. Denton for rental of one dump truck furnished in the sum of $3,900.00 against the bond taken from Denton Construction Company, for work on U. S. Highway 101, Gardiner, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
DEC 28 1948
OREGON
STATE HIGHWAY COMMISSION

12-28-48

RECEIVED
JAN 5 - 1949
FOR FILING

10-1123

2944

Mrs. Lewis
note

January 3, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

There is attached hereto a copy of a letter from the Reedsport Machine and Boiler Works advising that their claim in the amount of $62.94 has been satisfied.

This information is in connection with Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County and is furnished as your company appears as surety under this contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Benton Construction Company
909 Failing Building
Portland 4, Oregon

[illegible] CARD

1-3-49, gc

COPY

C. H. BENNETT, OWNER TELEPHONE 441

REEDSPORT MACHINE & BOILER WORKS
Sawmill and logging equipment repairs, marine work
welding and boiler work
Reedsport, Oregon

December 23, 1948

Mr. Earl T. New [illegible]
Secretary of State
Salem, Oregon

Re: Your letter of September 13

Dear Mr. Newbry:

This letter is to notify your office that our claim for labor furnished in the sum of $62.94, against the bond taken from Denton Construction Company on State Highway Contract No. 2944 for grading and bituminous macadam construction on the Gardiner Section of the Oregon Coast Highway in Douglas County has been satisfied. This bill was paid in full on December 22.

You may wish to forward this information to the State Highway Commission for their files. Thank you for your help in the matter.

Yours very truly

REEDSPORT MACHINE WORKS

LEE R. BERNHARDT

Lee R. Bernhardt

db

ENDORSED: Notice of Claim
File No. 3109
Filed September 13, 1948
Earl T. Newbery, Secretary of State

RECEIVED
JAN 5 - 1949
FOR FILING

10-1123

2944

2 14

Mrs. Lewis note

January 3, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Contract 2944

Dear Sir:

This is to acknowledge your letter of December 28 to which was attached three copies of a letter from the Reedsport Machine and Boiler Works stating that their claim in the amount of $62.94 has been satisfied.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-3-49 g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 28, 1948

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention: Mrs. Lewis

Dear Sir:

We are enclosing a copy of a letter from Reedsport Machine & Boiler Works advising that the claim in the sum of $62.94, against the bond taken from Denton Construction Company for work on State Highway Contract 2944 has been satisfied.

A copy of the letter is enclosed for your information and files. This claim was filed September 13, 1948 in our office, our file number 3109.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

REFERRED TO
Query
BY SECRETARY

send copy to surety and contractor
record on card
HBG

RECEIVED
DEC 29 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]
12-29-48 jl

RECEIVED
JAN 5 - 1949
FOR FILING

10-1123

2944

Mrs. Lewis
note

January 3, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim was filed in their office by the Portland Wire and Iron Works for material furnished in the amount of $522.21, against the Denton Construction Company, our Contract No. 2944, for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/4
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

1-3-49

LAncaster 2195
PORTLAND WIRE & IRON WORKS
----established 1892------
Steel and Wire Fabricators
fence and wire distributors
4644 S. E. Seventeenth Avenue
Portland 2, Oregon
December 11, 1948

"To The State of Oregon and/or the Oregon
State Highway Commission"

"Notice is hereby given that the undersigned PORTLAND WIRE & IRON WORKS has on claim for materials furnished (Manhole frames & Covers and catch basin grates and frames) in the total sum of $522.21 from Denton Construction Company and the Glen Falls Indemnity Company for the work of Oregon State Highway Commission, Gardiner Section, Contract #[illegible]."

PORTLAND WIRE & IRON WORKS

(SEAL)

A. L. FOSTER

A. L. Foster, Treasurer

ENDORSED:
File No. [illegible]
Filed December [illegible], 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 29 1948
FOR FILING
10-112.3
2944

Mrs. Lewis

December 24, 1948

Balser Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

In your letter of December 22 you state that you have two claims against the Denton Construction Company which you wish to file with the Secretary of State, one near Gardiner and the other near Eugene.

Denton Construction Company has a contract with us, No. 2944, for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County. They do not have any contract with the State Highway Department in the vicinity of Eugene, and the only other contracts they have held with us have been in the vicinity of Madras and Ashland.

We have heard, however, that this contractor may have a job with possibly the Bonneville Power Administration for some clearing work somewhere in this vicinity.

The surety, under our Contract No. 2944, is the Glens Falls Indemnity Company, whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4. We suggest that you also file your claim with them.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:ams

Balzer Machinery Co.

2136 S.E. EIGHTH AVENUE, PORTLAND 14, OREGON · PHONE EA. 2143

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

• EQUIPMENT •
FOR LOGGERS AND
CONTRACTORS

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Lippmann Engineering Works
Crushing Equipment
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Clamshell Buckets
Helser Machine Works
Portable Bunkers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders

December 22, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have a claim against A. W. Denton Construction Company, which we wish to file with the Secretary of State. As a matter of fact, we have two claims--one of them was on a job near Gardiner, Oregon, and the other was on a job near Eugene, Oregon.

Would you kindly give us a description of these two jobs so that we may intelligently file our claim, covering which we shall send you a copy when we file it.

Thank you very much for your courtesy.

Very truly yours,

BALZER MACHINERY COMPANY

R. L. Balzer

R. L. Balzer m.f.f.
Manager

mff

[illegible] TO
BY SECRETARY

RECEIVED
DEC 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

12-24

RECEIVED
DEC 28 1948
FOR FILING

10-1123

2944

Mrs. Lewis

December 17, 1948

Dolan & Serfling
Gardiner
Oregon

Gentlemen:

This is to acknowledge your letter of December 15 in which you state that the Denton Construction Company owes you $435.37 in connection with their highway contract in Gardiner. It appears that this comes under our Contract No. 2944 with the Denton Construction Company.

As you have already contacted the surety we would suggest, in addition, that you file your claim with the Secretary of State to protect it beyond the six months period after completion and acceptance of the job.

We are attaching an excerpt from the Oregon law outlining this procedure.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
[illegible]

Mrs. Lewis

December 17, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Bolan and Sorfling whose address is Gardiner, Oregon, stating that the Denton Construction Company owes them $435.37 in connection with their contract in Gardiner, Oregon.

It appears that this would come under our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland, 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

12-17-48

The Lower Umpq[illegible]s Most Complete Store

DOLAN & SERFLING

GARDINER, OREGON
PHONE 5-R-3

GROCERIES • HARDWARE • DRY GOODS • MEN'S SHOES • SPORTING GOODS

Dec. 15, 1948

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

This is to advise that Denton Construction Co. is indebted to us in the amount of $435.37 in connection with their Highway Contract in Gardiner.

We have advised Glen Falls Indemnity Co., in care of Roy F. Owen Co. of this fact, and have requested an acknowledgement of the fact of the indebtedness, but they have failed to so acknowledge.

We believe that we are in order in requesting that you take this matter into consideration before making any additional payments to any of the above firms.

Very truly yours,
DOLAN & SERFLING

AUTHORIZED REPRESENTATIVES

ABC Washers
Emerson Radios
Fuller Paints

Frigidaire Refrigerators and Ranges
Premier Vacuum Cleaners
Quaker Oil Heaters

Evinrude Outboards
Featherflake Feeds
Crown Feeds

RECEIVED
DEC 20 1948
FOR FILING

10-1123

2944

Mrs. Lewis

December 17, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of December 16 to which was attached three copies of a claim filed with your office by Jack Robinson in the amount of $3,686.49 for equipment rental furnished the Denton Construction Company on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-17-48, gR

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 16, 1948

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 14, a notice of claim by Jack Robinson for the rental of equipment furnished in the amount of $3,686.49 against the bond taken from Denton Construction Company for work on Gardiner Section of the Oregon Coast Highway in Douglas County, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files. A copy of Mr. Robinson's letter to us is also enclosed.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

[illegible]
12-17-48 [illegible]

RECEIVED
DEC 17 1948
OREGON
STATE HIGHWAY COMMISSION

Mrs. Lewis

December 17, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

There is attached hereto a copy of a claim received by us today from the Secretary of State. This claim is in the amount of $3,686.49 for equipment rental, labor, gas, oil, etc., filed by Jack Robinson against the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway in Douglas County. It appears that this comes under our Contract No. 2944.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Denton Construction Company
909 Failing Building
Portland 4, Oregon

NOTED ON CARD

12-17-48

JACK ROBINSON
General Contractor

Reedsport, Oregon

Dec. 13, 1948

Earl T. Newbry, Sec. of State
Salem, Ore.

Dear Sir:

I have been advised to file a claim with you against the Denton Construction Co. and Glens Falls Indemnity Co. I have presented my claim to the bonding company and have called them repeatedly asking for a letter, stating what action they are going to take. So far I have not received the letter. I cannot afford to lose this, as I have paid all of my bills that occured on this job.

If I am going at this wrong on presenting this bill to you, please advise me.

Sincerely,

JACK ROBINSON

Jack Robinson

P. S. Would you advise hiring a lawyer? I do no want to go to that expense, unless absolutely necessary.

NOTED ON CARD

PY

JACK ROBINSON
General Contractor

dirt
sand
gravel
crushed rock
power shovel

Reedsport, Oregon

Dec. 13, 1948

"To: Earl T. Newbry, Sec.. of State
Salem, Oregon

"Notice hereby is given that the undersigned Jack Robinson, Reedsport, Ore. has a claim for rental of quipment, including operators, gas and oil, and repairs, in the sum of $3,686.49,(three thousand six hundred and eighty six dollars and fourty nine cents.) against Denton Construction Company and Glens Falls Indemnity Co. for the work of Gardiner Section of Oregon Coast Highway, Douglas Co., No. 2944."

Signed

JACK ROBINSON

ENDORSED:

File No. 3125
Filed December 15, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 20 1948
FOR FILING

10-1122

2944

Mrs. Lewis

December 16, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of December 15 to which was attached three copies of a claim filed with your office by James P. Denton against the Denton Construction Company under their Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This claim was in the amount of $3,900.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-16-48, gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 15, 1948

2944

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 10, 1948, a notice of claim by James P. Denton for the rental of one dump truck furnished in the amount of $3,900.00, against the bond taken from Glens Falls Indemnity Company for work on U. S. Highway 101, in Douglas County, Gardiner, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

NOTED ON C[illegible]
12-16-48, gc

RECEIVED
DEC 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 20 1948
FOR FILING

10-11 23

2944

Mrs Lewis

December 16, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim was filed with their office by James P. Denton against the Denton Construction Company under our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County. This claim is in the amount of $3,900 for the rental of one dump truck.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Roy F. Owen Co.
Spaulding Building
Portland 4, Oregon

Denton Construction Co.
909 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-16-48 g R

James P. Denton
Box 1199 McL. Hts.
Vancouver, Wash.
Dec. 9, 1948

To:

Secretary of State of State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, James P. Denton, has a claim for the rental of one dump truck in the sum of Three thousand nine hundred dollars, $3,900, against the bond taken from the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy, and Kern, Lewis Building, Portland 4, Oregon, for the work of Contract No. 2944 U. S. 101 Highway, Gardiner, Oregon.

Yours truly,

JAMES P. DENTON

ENDORSED:
File No. 3124
Filed December 10, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 20 1948
FOR FILING

78-1123

2944

Mrs. Lewis

December 15, 1948

Seaman & Seaman, Attorneys at Law
210 Hall Building
Coos Bay, Oregon

Gentlemen:

This is to acknowledge your letter of December 14 in which you state that the West Coast Telephone Company has a claim against the Denton Construction Company in the sum of $570.87. We believe that this comes under our Contract No. 2944 with the Denton Construction for work on the Gardiner Section of the Oregon Coast Highway.

The surety under the above contract is the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

We would suggest that you file your claim with the bonding company and also with the Secretary of State to protect the claim beyond the ordinary period of six months after completion and acceptance of the job. We are enclosing herewith an excerpt from the Oregon laws outlining this procedure.

There are no special forms involved that we know of and the claim, as stated in your letter, will be entered in our records.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-15-48

SEAMAN & SEAMAN
ATTORNEYS AT LAW
210 HALL BUILDING
COOS BAY, OREGON

ALBERT E. SEAMAN
WESLEY A. SEAMAN

TELEPHONE
224

December 14, 1948

State Highway Commission
Salem, Oregon

Re: A. W. Denton-Denton Construction Company
Gardiner, Oregon

Gentlemen:

As attorney for the West Coast Telephone Company, who has an account and claim against the Denton Construction Company in the sum of $570.87, I am writing you for information regarding the contract between the Commission and this company for construction work in or near Gardiner on State Highway 101.

3944

I am advised that the bonding company has taken over this job and performance of the contract.

I would like to file proper claims with the proper company and would appreciate having you advise me of the name of the bonding company, their address, etc. Also, if you have any special forms required to be made out for filing this claim with the bonding company and your department, would appreciate having you send these to us.

Yours very truly,

SEAMAN & SEAMAN
By W A Seaman

WAS:ohs

[illegible]

RECEIVED
[illegible] 15 1948
OREGON
STATE HIGHWAY COMMISSION

Mrs. Lewis

RECEIVED
DEC 13 1948
FOR FILING

10-1123

2944

December 13, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 10 to which were attached three copies of a claim filed with your office by the Siuslaw Forest Products, Inc., in the amount of $412.89 against the Denton Construction Company under our Contract No. 2944 for work on the Gardiner Section of the Coast Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/14
Enc.

NOTED ON CARD

12-13-48 gf

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 10, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 9, a notice of claim by Siuslaw Forest Products, Inc. for the materials furnished in the sum of $412.89 against the bond taken from Denton Construction Co. and Glen Falls Indemnity Co. for the work of constructing Gardiner section of Oregon Coast Highway in Douglas County, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

NOTED ON CARD

[illegible]

REFERRED TO
[illegible]
BY SECRETARY

RECEIVED
DEC 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1
FOR FILING

10-1123

2944

Mrs. Lewis

December 13, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received in this office from the Secretary of State. This claim has been filed by the Siuslaw Forest Products, Inc., in the amount of $412.89 for materials furnished the Denton Construction Company on our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/14
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
909 Failing Building
Portland 4, Oregon

NOTED ON CARD

12-13-48 g

Retail Division

SIUSLAW FOREST PRODUCTS, INC.

Building Materials

Florence, Oregon

December 8th, 1948.

To

THE STATE OF OREGON.

"Notice hereby is given that the undersigned Siuslaw Forest Products, Inc. has a claim for materials furnished as per attached invoices in the sum of four hundred twelve and 89/100 dollars against the bond taken from Denton Construction Co. and Glen Falls Indemnity Co. for the work of constructing Gardiner section of Oregon Coast Highway in Douglas County."

Siuslaw Forest Products, Inc.

C. C. FOLLETT, MGR.

Endorsed:
File No. 3123
Filed December 9, 1948
Earl T. Newbry, Secretary of State

customer's invoice

SIUSLAW FOREST PRODUCTS, INC.

Retail Divison
Building Materials

Florence, Oregon

Date 6/18/1948

Customer's
Order No.

Sold to Denton Construction Co.

Address 511 Failing Bldg., Portland, Oregon

Job

charge cash on acct. goods ret. paid out

pcs.	size	lgth	Description	B. F.	Price	Amount
6	sheets	½x4x8	Cracked Cedar	192	150.00	28.80
1	keg	2¼X10¼	Duplex Nails	100lbs.	.18	18.00
200	lin ft.	16/2	Rubber Covered Electric Wire		.13	26.00
30	2x10	20'	#1 Com. S4S	1000	77.00	77.00
30	2x8	20'	#2 Com. S4S	800	67.00	53.60
1x6 #4 Com. S4S 10/10 20/12 2/14 2/16				200	30.00	6.00
2x4 #2 Com & Btr. 11/10 87/16				1000	67.50	67.50
						276.90

No. 7673

This Material Received
in Good Condition

JOE D. CAMPBELL (copy)
signed

Priority
Rating
Priority
Hauled By

customer's invoice

SIUSLAW FOREST PRODUCTS, INC.

Retail Division
Building Materials
Florence, Oregon

Date 6/25 1948

Customer's Order No. Denton Construction Co.

Sold to Denton Construction Co.

Address 511 Failing Bldg., Portland, Oreg.

Job

charge cash on acct. goods ret. paid out

pcs	size	lgth.	description	b.f.	price	amount
25	2x10	20'	#1 Com. & Btr	833	84.50	70.39
30	2x8	20'	#2 Com.	800	74.50	59.60
1x6	# 4 Com..	S4S	10/12 10/10 15/8 10/6	200	30.00	6.00
						135.99

NO. 7781

This Material Received
in Good Condition

Joe D. Campbell
signed

(copy)

Priority
Rating

Hauled by

RECEIVED
DEC 29 1948
FOR FILING
10-1123
2944

LANCASTER 2195

PORTLAND WIRE & IRON WORKS

ESTABLISHED 1892

Steel and Wire Fabricators

FENCE AND WIRE DISTRIBUTORS

4644 S. E. SEVENTEENTH AVENUE
PORTLAND 2, OREGON

December 11, 1948

~~Secretary of State (Highway Commission)~~
State of Oregon
Salem, Oregon

Gentlemen:

We are enclosing herewith a " notice of claim" covering materials furnished the Denton Construction Company on Oregon State Highway Commission contract No. 2944.

Also, we are this day notifying his Bonding Compan , The Glenn Falls Indemnity Company, that his account has not been paid.

Very truly yours,

PORTLAND WIRE & IRON WORKS

A. L. Foster

A.L. Foster

ALFmk

[illegible]

original sent to Secty of State
12-24-48
F.G.

NOTED ON
12-27-48 gl

RECEIVED
DEC 24 1948
OREGON
STATE HIGHWAY COMMISSION

LAncaster 2195

PORTLAND WIRE & IRON WORKS

ESTABLISHED 1892

Steel and Wire Fabricators

FENCE AND WIRE DISTRIBUTORS

4644 S. E. SEVENTEENTH AVENUE
PORTLAND 2, OREGON

December 11, 1948

"To The State of Oregon and/or the Oregon
State Highway Commission"

"Notice is hereby given that the undersigned PORTLAND WIRE & IRON WORKS has on claim for materials furnished (Manhole frames & covers and catch basin grates and frames) in the total sum of $522.21 from Denton Construction Company and the Glenn Falls Indemnity Company for the work of Oregon State Highway Commission, Gardiner Section, Contract #2944."

PORTLAND WIRE & IRON WORKS

A.L. Foster

A.L. Foster, Treasurer

RECEIVED
[illegible]
FOR FILING
10-1123
2944

Mrs. Lewis
not on card

December 3, 1948

Siuslaw Forest Products, Inc.
Mapleton, Oregon

Gentlemen:

We have today received your letter of December 2 to which was attached copies of your invoices totaling $412.89 for materials furnished the Denton Construction Company on what we believe is our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

We would suggest that you file your claim with the Glens Falls Indemnity Company whose agent under this contract is Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4. This company has provided the performance bond for the above contract.

The job has not yet been completed but, in the event that you wish to protect your claim beyond the normal period of six months after completion of the job and acceptance by the Commission, we suggest that you file your claim with the Secretary of State. We are attaching hereto an excerpt from the Oregon law outlining this procedure.

Your claim will be recorded in this office and we will also notify the surety that you have filed a claim with us.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
12-3-48 gl

FAQ:dr
Enc.

Mrs. Lewis
note on card

December 3, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto are invoices consisting of a claim filed with us today by the Siuslaw Forest Products, Inc. of Mapleton, Oregon, against the Denton Construction Company on what we believe is our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County. The total amount of the two invoices is $412.89 for materials furnished.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

12-3-48 gl

SIUSLAW FOREST PRODUCTS, INC.
MAPLETON, OREGON

December 2, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Denton Construction Company
Reedsport, Oregon, Job

This is to notify you of default by the above named company in payment of our invoices of June 16 and 25, 1948, in the total amount of $412.89. May we have your assistance in the settlement of this account.

Attached herewith are duplicate copies of our invoices.

Very truly yours

SIUSLAW FOREST PRODUCTS, INC.

G W Brunk
George Brunk, Office Manager

GB/hg

Enclosures

RECEIVED
DEC 3 1948
OREGON
STATE HIGHWAY COMMISSION

12-3-45

RECEIVED
DEC 7 1948
FOR FILING

10-1123

2944

Mrs. Lewis
Note on card

December 3, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 2 to which was attached three copies of a claim filed with your office by A. B. Daly Company in the amount of $48.23 against the Denton Construction Company for work performed under our Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

Contract 2944

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 2, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 1, 1948, a notice of claim by A. B. Daly Company for materials and supplies furnished in the sum of $48.23, against the bond taken from the Denton Construction Company, Albert W. Denton, and the Glens Falls Indemnity Co., for work on the Gardiner section of the Oregon Coast Highway.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

NOTED ON CARD

RECEIVED
DEC 3 1948
OREGON
STATE HIGHWAY COMMISSION

Mrs Lewis
note on card

December 3, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received from the Secretary of State and filed with them by A. B. Daly Company for materials and supplies furnished in the sum of $48.23. This claim has been filed against the Denton Construction Company under our Contract No. 2944 for work performed on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Albert W. Denton
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-3-48

A. B. DALY & CO.
Industrial Supplies

P. O. Box 240
824 N. Front Street
Coos Bay, Oregon

November 30, 1948

Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, A. B. Daly & Co., Coos Bay, Oregon, has a claim for 300 NO. 6 - 6 foot Electric Blasting Caps, miscellaneous bolts, nuts and washers, in the sum of $48.23, against the bond taken from the Denton Construction Company, Albert W. Denton and the Glens Falls Indemnity Company for the work of State Highway Contract No. 2944, for grading and surfacing on the Gardiner section of the Oregon Coast Highway.

A. B. Daly & Co.

HARVEY VAUGHAN, JF.
Harvey Vaughan, Jr.
Secretary

ENDORSED:
FILED NO. 3121
Filed December 1, 1948
Earl T. Newbry, Secretary of State

OFFICE COPY

RECEIVED
APR 5 - 1951
FOR FILING

10-1122

2944

December 1, 1948

REFERRED TO Query BY SECRETARY

has this been recorded on the card and do you have a copy of the power of atty attached to the contract?

GHS

Mr. John M. Coke, Attorney-in-Fact
Glens Falls Indemnity Company
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

In the last paragraph of my letter of November 30 to you, I advised that should the original voucher covering Estimate No. 10, State Highway Contract No. 2944, for construction of the Gardiner project by Albert W. Denton be returned by Mr. Denton properly executed before the duplicate voucher was ready to send to the Secretary of State for issuance of the warrant, I would use the original so as to expedite payment.

I thought you would be interested to learn that the Accounting Department advised me today that Mr. Denton had returned the voucher and the assignment form properly executed, so we are placing it in line for immediate payment, pursuant to our understanding.

Respectfully yours,

Secretary
[redacted]

ec

Est #10
warrant #339904
$10637.21
mailed 12/9/48 to Coke

NOTED ON CARD
12-1-48
(4-5-51)

GLENS FALLS INDEMNITY COMPANY
of Glens Falls, New York

POWER OF ATTORNEY TO ENDORSE CHECKS, WARRANTS, etc.

KNOW ALL MEN BY THESE PRESENTS:

That ALBERT W. DENTON doing business as DENTON CONSTRUCTION CO., contractor on that certain contract entered into with the State of Oregon by its State Highway Commission, designated as State Highway Contract No. 2944, Douglas County-Gardiner Section, and State Highway Contract No. 2899, designated as The Dalles California-Madras Highway, does hereby irrevocably constitute and appoint Glens Falls Indemnity Company, a corporation, his attorney-in-fact with full power and authority to endorse in his name any checks, drafts, warrants or other orders for the payment of any moneys received or to be received from the State of Oregon by its State Highway Commission in payment of estimates, retained percentages, final payments, or other moneys received or to be received by him from State of Oregon by its State Highway Commission in connection with said contract or the performance of the same.

Such endorsement to be made by the said Glens Falls Indemnity Company signing the same by signatures of any two of the following named persons:

R. H. Griffith
Arthur Colomb
R. Lynn Colomb
Donald J. Mollberg
E. E. Cresswell
Roy F. Owen
John M. Coke
John S. Coke

IN WITNESS WHEREOF, the said Albert W. Denton doing business as Denton Construction Co. has caused this instrument to be executed this 2nd day of October, 1948.

Albert W. Denton
Albert W. Denton d/b/a
Denton Construction Co.

[illegible] Power of Attorney

STATE OF OREGON)
: ss.
COUNTY OF MULTNOMAH)

On this 2nd day of October, 1948, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Albert W. Denton doing business as Denton Construction Co. known to me to be the person described in and who executed the within and foregoing instruments and acknowledged to me that he executed the same.

Notary Public for Oregon
My Commission Expires: 2-18-50

RECEIVED
NOV 29 1948
FOR FILING
10-1123
2944

November 24, 1948

recd
noted on card
ans

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission has received notice of the claim of A. R. Daly & Co. in the amount of $48.23 against Denton Construction Company for service rendered this company in connection with its contract with the State Highway Commission, No. 2944, for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway, in Douglas County.

This notice is being sent to you as the Glens Falls Indemnity Company appears as surety on the bond furnished by the Denton Construction Company in connection with this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ce

cc - Mr. Floyd Query

Jewett, Barton, Leavy & Kern, Agents
Glens Falls Indemnity Company
Lewis Building
Portland 4, Oregon

Roy F. Owen Co.
320 Spalding Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
11-29-48

November 24, 1948

A. B. Daly & Co.
P. O. Box 240
Coos Bay, Oregon

Attention: Mr. Harvey Vaughan, Jr.

Dear Mr. Vaughan:

In your letter of November 23, 1948, you advise of your claim against Denton Construction Company in the amount of $48.23 for service rendered this company in connection with state highway construction in Gardiner, Oregon.

The contract to which you refer is State Highway Contract No. 2944 for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway, in Douglas County.

There have been a number of claims filed against this job, but I do not know that the company has been declared insolvent. The state has not taken over the job, and my understanding is that the work has been stopped until next spring until the weather conditions are satisfactory for constructing an oil pavement.

In connection with this job the contractor, Albert W. Denton, furnished the state with a surety bond to guaranty satisfactory completion of the project and to protect claims arising in connection with the job. This bond was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern are local agents with offices in the Lewis Building, Portland 4, Oregon. We offer this bond as protection for your claim and suggest that you bring your claim to the attention of this company through its agent and its adjuster, Roy F. Owen Company, 320 Spalding Building, Portland 4, Oregon.

I would also suggest that, as a further protection of your claim, you file formal notice with the Secretary of State in conformity with the provisions of the statutes covering such matters, a mimeographed copy of which I enclose for your ready reference.

A. B. Daly & Co.
November 24, 1948
Page 2

Pursuant to our standard practice, I am today bringing your claim to the attention of the bonding company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo
Enc.

NOTED ON CARD

11-24-48 gc

DALY

A · B · DALY & CO.
Industrial Supplies

P. O. BOX 240
824 N. FRONT STREET
COOS BAY · OREGON

November 23, 1948

Mr. H. B. Glaisyer,
Secretary, Oregon State Highway Commission,
Salem, Oregon.

Dear sir:

We have a small bill against the Denton Construction Company, formerly involved in a State highway project in Gardiner, Oregon. It is our understanding that this firm has become insolvent and that it was necessary for the State to take over the job. We also understand that the State is now seeing to it that the bonding company concerned is paying the bills incurred by the Denton company on that particular project.

We submit herewith our statement in the amount of $48.23 against the Denton Construction Company and request that it be considered for payment.

Very truly yours,

A. B. DALY & CO.

Harvey Vaughan Jr.

Harvey Vaughan, Jr.

Enc.

RECEIVED
NOV 24 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-24-48

ANSWERED
H. B. GLAISYER

TEMENT

A·B·DALY & CO.
Industrial Supplies
COOS BAY · OREGON

Denton Construction Co.
Gardiner, Oreg.

PLEASE DETACH AND
RETURN THIS STUB
WITH REMITTANCE

ANALYSIS OF BALANCE BROUGHT FORWARD

JAN.		APR.		JUL.		OCT.	
FEB.		MAY		AUG.		NOV.	
MAR.		JUNE		SEP.		DEC.	

DATE	CHARGES	DATE	CREDITS	BALANCE
BALANCE BROUGHT FORWARD (SEE ANALYSIS ABOVE)				
June 1948 Balance	48.23			48.23

A. B. DALY & CO.

RECEIVED
NOV 17 1948
FOR FILING

10-1123

Files

Mrs. Lewis
note on card

November 16, 1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a claim from James P. Denton in the amount of $3900 for rental of a dump truck furnished to the Denton Construction Company on what we believe is our Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway.

A copy of the claim is attached, which copy is furnished for your information as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 11/17
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
11-16-48 g.C

Mrs. Lewis
note on card

November 16, 1948

Mr. James P. Denton
4905 East Sixth Street
McLoughlin Heights
Vancouver, Washington

Dear Mr. Denton:

We have today received your letter dated November 13 to which was attached a claim in the amount of $3,900 for rental of a dump truck furnished to the Denton Construction Company on the Gardiner Project on the Oregon Coast Highway. We believe that this refered to our Contract No. 2944 with the Denton Construction Company.

Your claim will be filed in our offices but we would suggest that you also file the claim with the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4.

To protect your claim beyond the six months period after the job is completed and accepted by the Commission we suggest, in addition, that you file your claim with the Secretary of State. We are enclosing an excerpt from the Oregon law outlining the necessary procedure.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 11/17
Enc.

NOTED ON CARD
11-16-45 gl

November 13, 1948
4905 East 6th Street
McLoughlin Heights
Vancouver, Washington

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attached hereto is a copy of a claim against the Denton Construction Co. for equipment rental on the Gardiner, Oregon project, 101 Highway.

Yours truly,

James P. Denton

REFERRED TO Query
BY SECRETARY

usual letters

RECEIVED
NOV 16 1948
OREGON
STATE HIGHWAY COMMISSION

11-16-48 gs

November 1, 1948
4905 East Sixth Street
McLaughlin Hts.
Vancouver, Washington

Denton Construction Co.
511 Failing Building
Portland, Oregon

James [illegible]. Denton
In Account With Denton Construction Co.

September 1, 1947--October 1, 1948.

Rental of one (1) four (4) yard dump truck,
(1½ tons) thirteen months at $300.00 . . . .$3900.00

RECEIVED
NOV 17 1948
FOR FILING

10-1123

2944

Files

Mrs Lewis
note on card
HS

November 16, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen;

This note is to inform you that the State Highway Commission has received notice of another claim against Denton Construction Company. It is that of Rogers and Hunt, Coos Bay, Oregon, in the amount of $708.26 for concrete pipe furnished Denton Construction Company in connection with its contract, No. 2944, with the State Highway Commission for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway.

This information is given you since the Glens Falls Indemnity Company appears as surety on the bond furnished by Albert W. Denton, dba Denton Construction Company, in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ee

cc - Roy F. Owen, Co.
Mr. John M. Cake
Jewett, Barton, Leavy & Kern
Denton Construction Company
Mr. Floyd Query

NOTED ON CA

11-18-48 SK

November 16, 1948

Rogers and Kuni
P. O. Box 727
Coos Bay, Oregon

Attention: Mr. L. W. Kuni

Dear Mr. Kuni:

In your letter of November 9, 1948, you advise that Denton Construction Company is indebted to you in the amount of $708.26 for concrete pipe furnished the Company in connection with its contract, No. 2944, with the State Highway Commission for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway. You further state that you have furnished copies of your invoices to Roy F. Owen Company, insurance adjuster, Portland, and inquire when the bonding company will be required to pay your claim.

The procedure that you have followed is substantially correct, but I have no way of knowing when the bonding company will pay your account. There are a number of claims filed in this office against the Denton Construction Company, all of which have been forwarded to the bonding company, which undoubtedly will wish to thoroughly analyze them before paying out funds for settlement.

It is my understanding that the Roy F. Owen Company is adjusting the claims against this job; notwithstanding, I would suggest that you send notice of your claim to the Glens Falls Indemnity Company, Jewett, Barton, Leavy and Kern, agents, with offices in the Lewis Building, Portland 4, Oregon, and also send notice to the home office of the company which is addressed as the Glens Falls Indemnity Company, Pacific Coast Department, Mills Tower, San Francisco, California.

It would be well, also, to file formal notide of your claim with the Secretary of State in conformity with the statutes covering such matters in order to hold the bonding company responsible and liable for your claim subsequent to the expiration of a period of six months following completion of the project and formal acceptance of it by the State Highway Commission.

NOTED ON CARD
11-16-48 S

The job, of course, is not finished and probably will not be completed until some time next year; nevertheless, it would be well to have your claim on file in the Secretary of State's office. I enclose a mimeographed copy of that portion of the statutes covering the filing of claims against public work for your ready reference, and pursuant to the standard practice, I am bringing your claim to the attention of the bonding company.

Trusting that you may receive early satisfaction of your account, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:eo

NOTED ON CARD
11-16-4

727

TELEPHONE 94

ROGERS AND KUNI

Manufacturers
CONCRETE DRAIN TILE CULVERT AND SEWER PIPE
CONCRETE BUILDING BLOCKS

Producers
CRUSHED ROAD MATERIAL SAND GRAVEL

COOS BAY, OREGON

November 9, 1948

Mr. H. B. Glaisyer
Oregon State Highway Departmant
Salem, Oregon

Dear Sir:

We are informed by Mr. Ben Chandler that we should notify your office regarding our unpaid account with Mr. Denton of Denton Construction Company. This material was supplied on the Gardiner job.

We have notified and furnished copies of our invoices to Roy F. Owen Company, insurance adjuster, for the bonding company who handled the job. Can you give us any information as to when the bonding company will be required to pay our account?

Denton Construction Company owe us $708.26 for concrete pipe furnished on the Gardiner job. This account was contracted $7.65 during the month of June 1948, $348.06 during the month of July 1948, $166.30 during the month of August 1948 and $186.25 during the month of October 1948.

cc Denton

NOTE TO Dively
DATE 11-16

Very truly yours,

Rogers & Kuni

By L. W. Kuni

ANSWERED
GLAISYER

RECEIVED
NOV 1 1948
OREGON
STATE HIGHWAY COMMISSION

11-13-48

RECEIVED
NOV 17
FOR FILING

2944

Fi 1-3

Mrs. Lewis
note on card

November 15, 1948

Waterworks Supplies Company
4455 Southeast 24th Avenue
Portland 2, Oregon

Attention: Earl B. Everest, Office Manager

Gentlemen:

This is to acknowledge your letter of November 11 in which you state that your firm has a claim in the amount of $58.16 against the Denton Construction Company at Gardiner, Oregon. We presume that this job is our Contract No. 2944 for grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County.

We would suggest first that you file your claim with the Glens Falls Indemnity Company whose agent is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4. Second, if you wish to protect your claim beyond the six months period following acceptance of the job, that you file a claim with the Secretary of State.

We are enclosing an excerpt from the Oregon law outlining this procedure. Your claim will also be recorded in this office.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 11/16
Enc.

NOTED ON CARD

11-15-48

2944

WATERWORKS Supplies Co.

Complete Line of Waterworks & Sewage Disposal Supplies

4455 S. E. 24th AVENUE
PORTLAND 2, OREGON
Telephone VERMONT 2104

November 11, 1948

Oregon State Highway Commission
Salem
Oregon

Re: Denton Construction Company
Road Project, Gardiner, Oregon

Attention: Mr. H. B. Glaisegir

Gentlemen:

During the month of June 1948, we shipped to the firm of Denton Construction at Gardiner, Oregon, items amounting to $58.16 for use by them on their road project at Gardiner, Oregon which to date have not been paid. It is our understanding this certain project has been taken over by their Bonding Company for completion on account of certain reasons.

We will appreciate any advice you may be able to furnish us relative to whatever procedure we should follow in order that our account with them can be recognized as a claim with the proper party. Thanking you for your immediate attention in this matter, we remain

Very truly yours,

WATERWORKS SUPPLIES COMPANY

Earl B. Everest

Earl B. Everest, Office Manager

EBE:e

REFERRED TO [illegible]
BY SECRETARY

prepared
note on card

NOTED ON CARD

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 17 1948
FOR FILING

10-1123
2944

Mrs. Lewis "note on card"

November 15, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We are enclosing for your information a copy of a letter written to us by the Waterworks Supplies Company in which they make a claim in the amount of $58.16 for items furnished by them to the Denton Construction Company on the Gardiner job. We believe that this is in connection with our Contract 2944 to the Denton Construction Company for work on the Gardiner Section of the Oregon Coast Highway.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 11/16
Enc.

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

NOTED ON CARD

11-15-48 [illegible]

RECEIVED
DEC 15
FOR FILING
10-1123
2944

Mrs. Lewis
note on card

11-10-48

A Mr. Woodward came in to see Mr. Glaisyer for info re a claim he has against Denton Constn Co on Contract 2944, Gardiner job.

Exact am't of claim not known but is in excess of $5000

F. Oney

NOTED ON CARD
11-10-48, gl

RECEIVED
JAN 14 194
FOR FILING

10-1123

2944

October 27, 1948

Pacific Portland Cement Company
417 Montgomery Street
San Francisco, California

Gentlemen:

We have your letter of October 25 in which you request certain information in connection with Contract No. 2944 held by the Denton Construction Company on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Glens Falls Indemnity Company is the surety under the above contract and their agent handling this job is Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4. This contract has not yet been completed and it is not anticipated that it will be until probably June, 1949.

We would suggest, if you have a claim against the Denton Construction Company, that you file it with the surety and, in addition, file the claim with the Secretary of State. By so doing you will protect the validity of the claim beyond the six months period after the job is completed and accepted by the Commission. We are enclosing herewith an excerpt from the Oregon law outlining the procedure for filing of claims with the Secretary of State.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

1-4100

CABLE ADDRESS "GOLDEN"
WESTERN UNION CODE

PACIFIC
PORTLAND CEMENT COMPANY
MANUFACTURERS OF
GOLDEN GATE AND OLD MISSION BRANDS
PORTLAND AND HI-PLASTIC PORTLAND CEMENT
Empire-Reno Hardwall Plaster and Gypsum Products

TRADE-MARKS

417 MONTGOMERY STREET
SAN FRANCISCO 6, CALIFORNIA

October 25, 1948

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

We have furnished cement to the Denton Construction Company for delivery at Reedsport, Oregon and used on the Gardiner Section of the Oregon State Highway - project #2944.

Please advise name of company which wrote the bond for the General Contractor and date specified for completion.

If contract has been completed please advise date of acceptance.

Very truly yours,

PAICIFIC PORTLAND CEMENT COMPANY

H.D. O'Banion

H. D. O'Banion
Credit Manager

HDO'B:en

REFERRED TO
Query
BY SECRETARY

Prepare reply -
tell them what to do about filing claim.

RECEIVED
OCT [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 28 1948
FOR FILING

Files

10-1123

2944

October 27, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a claim from the Umpqua River Navigation Company of Reedsport, Oregon, in the amount of $19,496.30 for rock furnished to the Denton Construction Company on their Contract No. 2944 on the Gardiner Section of the Oregon Coast Highway in Douglas County. In addition to the amount stated above, the company estimates that materials in the amount of $12,000 have been furnished to the contractor during the month of October.

This information is furnished you as your company appears as surety under the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
10-27-48

October 27, 1948

Umpqua River Navigation Company
Reedsport, Oregon

Gentlemen:

We have today received your letter of October 23 to which was attached a statement of materials furnished by your company to the Benton Construction Company under their Contract No. 2944 for work on the Gardiner Section of the Oregon Coast Highway in Douglas County.

We note that the amount of the claim to October 1 is $19,496.30 and that you have estimated purchases for October at $12,000.

We would suggest that you file your claim with the Secretary of State in order to protect your claim beyond the six months period after the job is completed and accepted by the Commission. We are enclosing an excerpt from the Oregon law explaining the procedure.

We note also on your letter that a carbon copy of the claim has been sent to the Glens Falls Indemnity Company which is a good procedure; however, our information shows that Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4, are acting as agents for the Glens Falls Indemnity Company.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD

10-27-48 gl

UMPQUA RIVER NAVIGATION COMPANY
Barges, Towing, Sand and Gravel
Since 1889
Reedsport, Oregon

October 23rd, 1948

Oregon State Highway Commission
Salem
Oregon

Gentlemen:-

We are enclosing statement of material and rentals furnished on Oregon State Highway Commission Contract #2944 Gardiner Section of the Oregon Coast Highway, contract awarded to Denton Construction Company, October 22nd, 1947.

The enclosed itemized statement shows that we have received only a token payment to date, we are, therefore, asking that payment be made immediately on that portion which is overdue.

It is our understanding that Roy F. Owen Company, adjusters for the surety, The Glens Falls Indemnity Company, is acting as trustee and that a substantial payment will be made to us upon payment of October 10th estimate.

Balance on the enclosed statement	$ 19,496.30
Estimated purchases for October	12,000.00
	$ 31,496.30

Very truly yours,

UMPQUA RIVER NAVIGATION COMPANY

By

cc Glens Falls Indemnity Company
cc Roy F. Owen Company
cc Denton Construction Company

[illegible]ED TO [illegible]
BY SECRETARY

NOTED ON CARD
10-27-48 [illegible]

[illegible]

UMPQUA RIVER NAVIGATION COMPANY

Barges, Towing, Sand and Gravel

Reedsport, Oregon

PHONE 71

SOLD TO

Denton Construction Company

Gardiner, Oregon

INVOICE DATE

CUSTOMER'S NO. Oreg. State Hwy.
Gardiner, Oreg.

INVOICE NO.

TERMS: NET CASH

KOKE-CHAPMAN CO., EUGENE, ORE. 99350

		Bal.			5,194.75
August, 1948					
90	yds	1½"-0 Oil Rock	@2.50	225.00	
230	"	2" -0 Base Rock	@1.75	402.50	
144	"	2" -0 Base Rock	@2.00	288.00	
234	"	2" - 0 Base Rock	@2.25	526.50	
1554	"	2" - 0 Base Rock	@2.50	3885.00	
28	"	Sand	@1.50	42.00	
52	"	Sand	@1.75	91.00	
56	"	1½"-3/4" Washed Gravel	@1.75	98.00	
44	"	3/4"-¼" " "	@1.75	77.00	
24	"	3/4"-¼" " "	@1.50	36.00	
20	"	3/4"-0 Crushed Gravel	@2.00	40.00	
32	"	3/4"-0 " "	@2.25	72.00	
4	"	¼" - 0 " "	@2.00	8.00	
Moving Cat (two trips)				36.05	
10-B Shovel Work				93.50	5,920.55
September, 1948					
3938	yds	2" - 0 Base Rock	@1.75	6891.50	
888	"	2" - 0 " "	@2.25	1998.00	
31	"	Sand	@1.50	46.50	
12	"	Sand	@1.75	21.00	
31	"	1½"-3/4" Washed Gravel	@1.50	46.50	
54	"	1½"-3/4" " "	@1.75	94.50	
24	"	1½"-3/4" " "	@2.25	54.00	
26	"	3/4"-¼" " "	@1.50	39.00	
8	"	3/4"-¼" " "	@1.75	14.00	
12	"	3/4"-0 Crushed Gravel	@2.00	24.00	
10-B Shovel Work				249.50	9,478.50
					20,593.80

UMPQUA RIVER NAVIGATION COMPANY

Barges, Towing, Sand and Gravel

Reedsport, Oregon

PHONE 71

SOLD TO

Denton Construction Company

Gardiner, Oregon

INVOICE DATE

CUSTOMER'S NO. Oreg. State Hwy.
Gardiner, Oreg.

INVOICE NO.

TERMS: NET CASH

KOKE-CHAPMAN CO., EUGENE, ORE. 99390

			Bal.		$280.50
May, 1948					
		Cash Received			197.75
					82.75
June, 1948					
1	cu yd	Sand	@1.75	1.75	
65	"	2"-0 Crushed Gravel	@2.00	130.00	131.75
July, 1948					
1	cu yd	Sand	@1.75	1.75	
36	"	Sand	@2.00	72.00	
276	"	3/4"-0 Crushed Gravel	@2.25	621.00	
6	"	3/4"-0 " "	@2.75	16.50	
20	"	3/4"-0 " "	@2.00	40.00	
40	"	2" - 0 " "	@2.00	80.00	
156	"	2" - 0 " "	@2.75	429.00	
96	"	2" - 0 " "	@2.25	216.00	
1236	"	1½"-0 Oil Rock	@2.75	3399.00	
16	"	1½"-0 " "	@2.00	32.00	
16	"	1½-3/4 Washed Gravel	@2.00	32.00	
4	"	½" - 0 Crushed Gravel	@2.25	9.00	
16	"	3/4"-¼" " "	@2.00	32.00	4980.25
					5,194.75

UMPQUA RIVER NAVIGATION COMPANY

Barges, Towing, Sand and Gravel

Reedsport, Oregon

PHONE 71

SOLD TO

Denton Construction Company

Gardiner, Oregon

INVOICE DATE

CUSTOMER'S NO. Oreg. State Hwy.
Gardiner, Oreg.

INVOICE NO.

TERMS: NET CASH

KOKE-CHAPMAN CO., EUGENE, ORE. 99390

ITEMIZED STATEMENT

November, 1947

1	cu yd	Sand	@1.50	1.50	150

December, 1947

4	cu yd	1½"-3/4" Washed Gravel	@1.50	6.00	
14	"	2" - 0 Crushed Gravel	@1.75	24.50	
8	"	2" - 0 " "	@2.35	18.80	
28	"	1½"-0 " "	@1.75	49.00	
3	"	½"-¼" " "	@1.75	5.25	103.55

January, 1948

7	cu yd	Sand	@1.50	10.50	
8	"	1½"-3/4" Washed Gravel	@1.50	12.00	
12	"	2"-0" Crushed Gravel	@1.75	21.00	
12	"	1¼-0 " "	@1.75	21.00	
12	"	1¼-0 " "	@2.35	28.20	92.70

February, 1948

8	cu yds	1½"-3/4" Washed Gravel	@1.50	12.00	
4	"	3/4"-¼" " "	@1.50	6.00	
24	"	2"-0" Crushed Gravel	@1.75	42.00	
5	"	3/4"-0 " "	@1.75	8.75	
4	"	3/4"-½" " "	@1.75	7.00	75.75

March, 1948

4	cu yds	2"-0" Crushed Gravel	@1.75	7.00	7.00
					280.50

UMPQUA RIVER NAVIGATION COMPANY
Barges, Towing, Sand and Gravel
Reedsport, Oregon
PHONE 71

SOLD TO		**INVOICE DATE**	
	Denton Construction Co.	**CUSTOMER'S NO.**	Oreg. State Hwy. Gardiner, Oreg.
	Gardiner, Oregon	**INVOICE NO.**	

TERMS: NET CASH

	Balance	20,593.80
Adjustment on Price		-1,097.50
		$19,496.30

RECEIVED
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FOR FILING
10-1123
2944

C
O
P
Y

Salem, Oregon
October 8, 1948

Mr. Malcolm Hawke

Attention: Miss Wicklander

Attached for your information and guidance are original and duplicate certified copies of a form of assignment given by Albert W. Denton, doing business as Denton Construction Company, to the Glens Falls Indemnity Company.

By this instrument Mr. Denton assigns all payments now due or to become due him in connection with State Highway Contracts Nos. 2944 and 2899 to the Glens Falls Indemnity Company.

Will you please be guided by this assignment in making future payments in connection with both of these jobs.

The original of the assignment is being filed in Contract No. 2899, and a certified copy is being filed in Contract No. 2944. It was my thought that you would refer the attached original certified copy to the Secretary of State for his guidance. If you need another copy, I have an extra one I can forward to you.

Secretary

HBG:eo
Attchs.

noted on Card 2899 + 2944
10-11-48. gl

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FOR FILING

10-1123

2344

2744

DENTON CONSTRUCTION CO.
511 FAILING BLDG.
ATWATER 9307
PORTLAND 4, OREGON

September 24, 1948

NOTED
H. B. GLAISYER

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen: Re: Del R. Beebe Construction Co.

We have your letter of today relative to notice of claim of Del R. Beebe Construction Company.

This account has been in dispute due to overcharges and the matter is now in the process of negotiation for settlement.

Yours very truly,

DENTON CONSTRUCTION CO.

By Orin F. Carter
Accountant

OFC:ih

cc: Oregon State Highway Commission
Salem
Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED
QUERY

REFERRED TO Jerry
BY SECRETARY
to [illegible]

COPY

RECEIVED
SEP 27 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 23 1948
FOR FILING

10-1123

2944

Noted on card

September 22, 1948

Del R. Beebe Construction Co.
Post Office Box 138
Eugene, Oregon

Gentlemen:

We have your letter of September 20, 1948, in which you state that you wish to file a claim against the Denton Construction Company, Contract No. 2944 for grading and other work performed on the Gardiner Section of the Oregon Coast Highway in Douglas County. This claim, you state, is in the amount of $648.51 plus interest, and covers equipment rental and labor furnished to the Denton Construction Company.

Your claim will be entered on our records and we will also notify the surety, Glens Falls Indemnity Company, whose agent on this job is Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4.

If you wish to protect your claim beyond the normal period of six months after completion and acceptance by the Commission we suggest that you file a claim with the Secretary of State as outlined in the excerpt attached.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
9-22-48

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

P. O. Box 136
Eugene, Oregon

September 20, 1948

2944

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have been attempting since July 30, 1948, to obtain payment for equipment rental and labor for work performed on the Denton Construction Company job near Gardner, Oregon, Project No. 10-1123. We have not been successful and are hereby notifying the State Highway Commission that we wish to place a lien on this job for payment of equipment rental and labor in the amount of $648.51 plus interest.

We have forwarded various statements to the Denton Construction Company to no avail.

In the event an itemized copy of said bill is desired, kindly advise and it will be immediately forwarded.

Very truly yours,

L. E. Jeffs
Office Manager

LEJ:bt

NOTED ON CARD

RECEIVED
SEP 22 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 28 1948
FOR FILING

10-1123

2944

September 22, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received notice of claim by Del R. Beebe Construction Company against the Denton Construction Company on Contract No. 2944 for grading and surfacing on the Gardiner Section of the Oregon Coast Highway in Douglas County. This claim is in the amount of $648.51 plus interest, for equipment rental and labor.

This information is provided as your company appears as surety under the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
9-22-48 JK

RECEIVED
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FOR FILING

10-1123

2944

note on card

September 17, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

For your information we attach hereto a copy of a claim filed with the Secretary of State by the Reedsport Machine Works of Reedsport, Oregon, in the amount of $62.94 for work performed for the Benton Construction Company under contract No. 2944 for grading and bituminous macadam construction on the Gardiner Section of the Oregon Coast Highway in Douglas County.

This information is provided you as your company appears as surety on the above bond.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:FAG/ec
Encl.

cc: Jewett, Barton, Leavy, and Kern
Lewis Building
Portland 4, Oregon

Benton Construction Company
509 Failing Building
Portland, Oregon

Glens Falls Indemnity Company
Glens Falls, New York

NOTED
H. B. GLAISYER

NOTED ON CARD
9-17-48 gl

September 17, 1948

Hon. Earl T. Newbry
Secretary of State

CAPITOL BUILDING

Dear Mr. Newbry:

We acknowledge with thanks your letter of September 15 with which were attached three copies of the claim filed in your office by the Reedsport Machine Works against ~~your~~ the bond on contract No. 2944 with the Bunton Construction Company for grading and bituminous macadam construction on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Respectfully your

Secretary
OREGON STATE HIGHWAY COMMISSION

RHB:KAC/sc

NOTED ON CARD
9-17-48 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

September 15, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of September 13th, a notice of claim by Reedsport Machine Works for labor and materials furnished in the sum of $62.94 against the bond taken from Denton Construction Company, on State Highway Contract No. 2944 for grading and bituminous macadam construction on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

F:NL

ENC.

RECEIVED
SEP 16 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
9-16-48, gl

REEDSPORT MACHINE WORKS

Sawmill and Logging Equipment Repairs, Marine Work
Welding and Boiler Work

Reedsport, Oregon

September 11, 1948

Earl T. Newbry
Secretary of State
Salem, Oregon

"To The State of Oregon:

"Notice hereby is given that the undersigned Reedsport Machine Works has a claim for labor on tamper plate, also two dump trucks, one-straighten lift, and work on bumper hoist release; also draw out and tamper chisels and punches, including gas, electric welding and materials in the sum of $62.94 against the bond taken from the Denton Construction Company which holds State Highway Contract No. 2944 and is described as grading and bituminous macadam construction on the Gardiner Section of the Oregon Coast Highway, Douglas County."

"LEE R. BERNHARDT"

REEDSPORT MACHINE WORKS

ENDORSED--File No. 3109
Filed September 13, 1948
EARL T. NEWBRY, Secretary of State

OFFICE COPY

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SEP 28
FOR FILING

10-1123

#2944

DENTON CONSTRUCTION CO.
511 FAILING BLDG.
ATWATER 9307
PORTLAND 4, OREGON

September 11, 1948

NOTED
H. B. GLAISYER

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Re: Don Baldridge vs. Denton Construction Co.

Gentlemen:

We are in receipt of a copy of a letter addressed to you by the Oregon State Highway Commission under date of September 9, 1948, regarding the above entitled matter.

Part of this claim is against a subcontractor and we have already been proceeding to effect a settlement, which should be accomplished without much more delay.

Yours very truly,

DENTON CONSTRUCTION CO.

By Orin F. Carter
Accountant

OFC:ih

cc: Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Oregon State Highway Commission
Salem, Oregon

COPY

NOTED ON CARD
9-13-48

RECEIVED
OCT 7 1948
FOR FILING

10-1123

2944

October 6, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received in this office notice of a claim filed with the Secretary of State by Del R. Beebe Construction Company, in the amount of $648.51, against Denton Construction Company for labor and materials furnished in connection with the Denton Construction Company's contract with the State Highway Commission, Contract No. 2944, for construction of the Gardiner Section of the Oregon Coast Highway, in Douglas County.

You are being notified of this claim inasmuch as the Glens Falls Indemnity Company appears as surety on the bond furnished by Denton Construction Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ee

cc - Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

Mr. Floyd Query

note on card

NOTED ON CARD
10-6-48 ge

October 6, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

Thank you for your letter of October 5, transmitting three copies of the claim filed in your office by Del R. Beebe Construction Company for labor and materials furnished in connection with Denton Construction Company's contract, No. 2944, for construction of the Gardiner Section of the Oregon Coast Highway, in Douglas County. This claim is in the amount of $648.51.

Notice of this claim is being forwarded to the surety on the bond furnished by the Denton Construction Company in connection with this project, and we are entering the claim in our records of the job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

eo

NOTED ON CARD

10-6-48 JE

DEL R. BEEBE
Construction Company
General Contractor
P. O. Box 138
Eugene, Oregon
October 2, 1948

COPY

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Del R. Beebe Construction Company, has a claim for grading and other work in the sum of $648.51 plus interest against the bond taken from the Glens Falls Indemnity Company, whose agent on this job is Jewett, Barton, Leavy & Kern, Lewis Building, Portland 4, Oregon, by the Denton Construction Company for grading and other work performed on the Gardner Section of the Oregon Coast Highway in Douglas County, Oregon, Oregon State Highway Commission Contract No. 2944.

Very truly yours,

DEL R. BEEBE CONSTRUCTION CO.

Del R. Beebe

DRB:bt

ENDORSED--File No. 3110
Filed October 4, 1948
EARL T. NEWBRY, Secretary of State

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 5, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of October 4th, a notice of claim by Del R. Beebe Construction Company for labor and materials furnished in the sum of $648.51 against the bond taken from the Gelns Falls Indemnity Company, on the State Highway Contract No. 2944, for grading and other work performed on the Gardiner Section of the Oregon Coast Highway in Douglas County.

Copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Encs.

RECEIVED
OCT 6 1948
OREGON
STATE HIGHWAY COMMISSION

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OCT 7 1948
FOR FILING

10-1123

2944

October 6, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

This office has received notice of the claim of Jack Robinson, General Contractor, Reedsport, Oregon, against Denton Construction Company arising out of labor, equipment, and material furnished this company in connection with its contract with the State Highway Commission, Contract No. 2944 for construction on the Gardiner Section of the Oregon Coast Highway, in Douglas County. This claim is for the sum of $3,686.49.

You are being notified of receipt of this claim since the Glens Falls Indemnity Company appears as surety on the bond furnished by Denton Construction Company in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland 4, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

Mr. Floyd Query

noted on card

NOTED ON CARD
10-8-48

October 6, 1948

Mr. Jack Robinson
General Contractor
Reedsport, Oregon

Dear Mr. Robinson:

We have your recent letter advising of your claim in the amount of $3,686.49 against Denton Construction Company arising out rental of equipment, sale of gas and oil, repairs and labor in connection with Denton Construction Company's contract with the State Highway Commission, No. 2944, for construction of the Gardiner Section of the Oregon Coast Highway, in Douglas County.

In connection with all state highway contracts, as you no doubt know, the successful bidder is required to furnish the state with a surety bondy to guarantee satisfactory completion of the project and payment of claims incurred in connection therewith. Such a bond was furnished by the Denton Construction Company in connection with this contract. The bond was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern are local agents with offices in the Lewis Building, Portland 4, Oregon.

We would suggest that you present your claim to the agent of the bonding company and that you also file notice of your claim with the Secretary of State in conformity with the provisions of the statute covering such matters. I enclose a mimeographed copy of the statute for your ready reference. If you follow this procedure you should have no difficulty receiving satisfaction of your claim.

In conformity with the usual practice, we are today bringing your claim to the attention of the bonding company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

eo
Enc.

NOTED ON CARD

10-6-48, gr

ack Robinson
GENERAL CONTRACTOR

~~[illegible]~~, OREGON
Reedsport,

DIRT
SAND
GRAVEL
CRUSHED ROCK
POWER SHOVEL

Oregon State Highway Commission
Salem, Ore.

Gentlemen:

I would like to file a claim on the Denton Construction Co. Gardiner, Ore. for rental of equipment including operator, gas and oil, and repairs in the amount of $3,686.49 for July, August, and September. His Supt. has O. K. these bills. I have been promised that this bill would be taken care of, but cannot afford to take a chance.

Will it be necessary for me to file a labor lien before 30 days has lapsed in order to protect myself? The last day that the equipment worked was Sept. 9.

Sincerely,

Jack Robinson
Jack Robinson

RECEIVED
OCT 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 28
FOR FILING

10 - 1123

#2944

September 9, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

NOTED
H. B. GLAISYER

Gentlemen:

The Oregon State Highway Commission is in receipt of a statement from the Reedsport Machine Works, Reedsport, Oregon, outlining its claim for labor and materials in the amount of $62.94 against Denton Construction Company, such claim arising out of the Albert W. Denton contract No. 2944 with the State Highway Commission for the construction of the Gardiner Section of the Oregon Coast Highway, in Douglas County.

This information is given you because the record discloses that the Glens Falls Indemnity Company is surety on the bond furnished by Albert W. Denton in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 9-10

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
511 Failing Building
Portland 4, Oregon

Mr. Floyd Query

NOTED ON CARD

September 9, 1948

Reedsport Machine Works
Reedsport
Oregon

Gentlemen:

Reference is made to your letter of August 31, 1948, directed to Mr. R. H. Baldock, State Highway Engineer, in which you advise of your claim against Denton Construction Company in the amount of $62.94 and arising out of the contract of this company with the State Highway Commission for construction work on the Oregon Coast Highway in Gardiner. You request information that will be helpful to you in securing payment of this account.

The contract to which you refer is State Highway Contract No. 2944 and is described as grading and bituminous macadam construction on the Gardiner Section of the Oregon Coast Highway, Douglas County. In this connection Denton Construction Company furnished the State Highway Commission a surety bond to guarantee the satisfactory completion of the project and the payment of claims arising in connection therewith. This bond is offered to you in protection of your claim. It was written by the Glens Falls Indemnity Company for whom Jewett, Barton, Leavy & Kern are local agents with offices in the Lewis Building, Portland 4, Oregon.

I would suggest that you bring your claim to the attention of the bonding company and that you file notice thereof with the Secretary of State, pursuant to the provisions of the Oregon laws covering this subject, a mimeographed copy of which I enclose for your guidance. You will note that the official claim should be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project and acceptance of it by the State Highway Commission.

Pursuant to our usual practice, I am bringing your claim to the attention of the bonding company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
2-9-48 JC

HBG:eo 9-10
Enc.

ment

Reedsport, Oregon, June 1948

M Denton Construction Company

511 Failing Bldg. Portland 4, Oregon

Reedsport Machine Works

		Labor		Material	
4	Make and weld tamper plate	1	50		
	Electric Welding	1	13		
	2# mild steel				20
12	Work on lift on dump truck; (straighten) Draw out and temper chisels and punches; work on bumper and hoist release	28	50		
	Electric Welding	2	25		
	Gas 20 cu ft.			3	00
	14# cold rolled steel			2	80
26	Work on dump truck	21	00		
	52" of 5/16" HI test chain			2	08
	1- 5/8" x 4" cap screw				25
	1- 5/8" HP hex nut				08
	1- 1/8" x 2" cotter key				05
	1# mild steel				10
		54	38	8	56
	Total $62.94				

TELEPHONE 441

REEDSPORT MACHINE [redacted] WORKS
SAWMILL AND LOGGING EQUIPMENT REPAIRS, MARINE WORK
WELDING AND BOILER WORK

REEDSPORT, OREGON

August 31, 1948

R. H. Baldock
State Highway Director
Salem, Oregon

Dear Mr. Baldock;
I have enclosed a statement for labor and material sent to Denton Construction Company in June, from Reedsport Machine Works. It is delinquent and Mr. Denton is reluctant to pay, because of some personal feeling toward a former employe-Joe E Campbell who was Sup't. when this work was brought in, but is no longer employed by Mr. Denton.

This work is legal and just. They have adopted a plan of requisition blanks and purchase orders after this work was done.

They have paid other bills to date, but unwilling to pay this one.

This is the Company repairing the highway through Gardiner. The address of the main office is Denton Construction Company 511 Failing Bldg. Portland 4, Oregon.

Can you help us in securing payment of this bill, as we are having great difficulty in getting money for same. We will appreciate any help you can give and would like to hear from you as soon as possible.

Yours very truly

REEDSPORT MACHINE WORKS

Lee R. Bernhardt

Lee R. Bernhardt

eb:
Enclos.

NOTE TO
9/9

ERED
H. G. GLAISYER

NOTED ON CARD
9-2-48

RECEIVED
SEP 2 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 15 1948
FOR FILING

10 - 1123

2944.

September 9, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

REFERRED TO
Query
BY SECRETARY

Gentlemen:

The Oregon State Highway Commission is in receipt of a letter from Don Baldridge, Dodge-Plymouth Sales and Service, Reedsport, Oregon, advising of his claim in the amount of $186.91 against Denton Construction Company and arising out of this company's contract with the State Highway Commission for the grading and bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway, in Douglas County, State Highway Contract No. 2944.

This information is given you because the Glens Falls Indemnity Company appears as surety on the bond furnished by Albert W. Denton in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 9-10

cc - Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

Denton Construction Company
511 Failing Building
Portland 4, Oregon

Mr. Floyd Query

NOTED ON CARD
9-9-48 ge

September 9, 1948

Don Baldridge
Dodge-Plymouth Sales and Service
Reedsport, Oregon

Attention: Reah Worden
Bookkeeper

Dear Sir:

This will acknowledge receipt of your letter of September 2, 1948, advising of your claim against Denton Construction Company in the amount of $186.91, representing a balance due you for services rendered Denton Construction Company in connection with this company's contract No. 2944 with the State Highway Commission for the grading and bituminous macadam surfacing of the Gardiner Section of the Oregon Coast Highway, in Douglas County. You inquire as to how you may collect this account.

In connection with this job Mr. Albert W. Denton, dba Denton Construction Company, furnished the state a surety bond to guarantee satisfactory completion of the project and payment of claims incurred in connection therewith. This bond is offered to you in protection of your claim. It was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy & Kern are local agents with offices in the Lewis Building, Portland 4, Oregon.

It is suggested that you file your claim with the bonding company's agent. If you secure no satisfaction by so doing, then you still have recourse to legal procedure. To guide you in that procedure I enclose for your information a mimeographed copy of the Oregon laws pertaining to the filing of claims. You will note that your claim must be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project and acceptance of it by the State Highway Commission.

According to our records, this job has not been completed, so you will have plenty of leeway in filing your claim with the Secretary of State.

In conformity with our usual practice, we are today calling your claim to the attention of the bonding company.

Respectfully yours,

NOTED ON CARD
9-9-48 gl

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 9-10
Enc.

DON BALDRIDGE
DODGE-PLYMOUTH SALES AND SERVICE
PHONE 471
REEDSPORT, OREGON

September 2, 1948

Mr. R. H. Baldock
State Highway Director
Salem, Oregon

Dear Sir:

We have on our books a balance of $186.91 against the Denton Construction Company, who are building the new highway through Gardiner. This amount has been accumulating since January 1, nothing having been paid since their December bill was paid January 31.

About 3 months ago, Mr. Baldridge contacked Mr. Denton, and Mr. Denton promised to take care of it. Since then, we have mailed them statements and written letters, all of which have been ignored. Upon checking with other local business men, we have found that others are having the same trouble. We have also been told that Mr. Denton has refused to pay any of the bills which his former superintendent, Mr. Joe E. Campbell, contracted while he was in charge of the work.

We would appreciate any information you could give us as to how we could collect this bill.

Thanking you, we remain,

Very truly yours,

DON BALDRIDGE

By: Reah Worden
Reah Worden
Bookkeeper

RECEIVED
SEP 7 1948
OREGON
STATE HIGHWAY COMMISSION

9/9

ERED
ISTER

NOTED ON CARD
9-7-48

RECEIVED
SEP 15
FOR FILING

10 - 1123

2944

//////////////
P.O. Box 138
Eugene, Oregon
Phone - 5122

REFERRED TO [illegible] - [illegible]
BY SECRETARY
note on card -

August 28, 1948

Denton Construction Company
c/o W. A. Denton
Osburn Hotel
Eugene, Oregon

Dear Sir:

Enclosed find statement covering roller rental and mechanic's wages on your Oregon State Highway Commission job at Gardiner, Oregon, Project No. 10-1123.

This statement is now over-due, and we must demand payment by return mail.

Very truly yours,

DEL H. BEEBE CONSTRUCTION CO.

L. E. Jeffs
Office Manager

LEJ:my
Enc.

✓cc - Oregon State Hwy. Comm.,
Salem, Oregon

RECEIVED
AUG 31 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 30 1948
FOR FILING

10-1123

April 28, 1948

Umpqua Building Supply Co.
Reedsport
Oregon

Attention: Mr. Lloyd L. Richardson

Dear Mr. Richardson:

In your letter of April 26, 1948, you request information as to the procedure to follow in order to secure your account against Denton Construction Company, state highway contractor, who is performing work near Gardiner.

In connection with all state highway contracts, the State Highway Commission requires the successful bidder to furnish a surety bond for the protection of claims incurred in connection with the project as well as to guarantee satisfactory completion of the work.

The work that is being performed by Denton Construction Company at Gardiner is grading and construction of bituminous macadam surfacing on the Gardiner Section of the Oregon Coast Highway, State Highway Contract No. 2944. The contract was awarded to Albert W. Denton and is in his name. The bond furnished by Mr. Denton in connection with this job was written by the Glens Falls Indemnity Company with Jewett, Barton, Leavy and Kern as local agents with offices in the Lewis Building, Portland 4, Oregon.

This job is not scheduled for completion until August 31, 1948. The bonding company can be held liable and responsible for claims for a period of six months following completion of the project and acceptance of the work by the State Highway Commission. I enclose for your information an excerpt from the Oregon statutes relating to the filing of claims against public work. You will note therein that a claim against a highway contractor should be filed with the Secretary of State in the form substantially as shown in the excerpt. It would be well, also, for you to place your claim on file with the bonding company.

The protection provided by the bond above referred to is the only protection that the Highway Commission can offer claimants in connection with this project.

Trusting that you will receive satisfaction after following the procedure outlined above, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RBG:ee 4/29
Enc.

Shingles
Plywood
Lumber
Cement
Doors
Sash

Umpqua Building Supply Co.

WHOLESALE -:- RETAIL
Phone 901
REEDSPORT, OREGON

Mouldings
Hardware
Plaster
Brick
Lime
Tile

April 26, 1948

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Recently the Denton Construction Company, of Portland, Oregon, has done some excavation near Gardiner, Oregon, for the Oregon State Highway Dept.

During their operations they purchased materials from our place of business on open account in amount of $248.23 from November 1947 to their last charge dated Feb. 2, 1948. Prior to opening the account young Denton personally stated all bills would be taken care of promptly upon presentation of statements. During this period we have issued the usual monthly statements though to this date they have made no effort to liquidate any portion of the account.

Would you please be so kind as to advise us what procedure to take in order to secure this account? Thanking you in advance for this service, we remain

Yours very truly,

Lloyd L. Richardson
Umpqua Building Supply Company
by E. A. F.

LLR/eaf

ANSWERED
H. D. GLAISYER

RECEIVED
APR 27 1948
OREGON
STATE HIGHWAY COMMISSION

10-1123

2 140

CROSS REFERENCE SHEET

Name or Subject L. W. Shields
360 "D" Street
Brawley, California

File No.

Regarding Mr. Shields is seeking unpaid wages from the Denton Construction Company for work on the Madras, Ashland and Gardiner projects.

Date 12-15-47

SEE

Name or Subject FEDERAL AID JOBS:
FI-302 (3)

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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RECEIVED
NOV 10 1947
FOR FILING
10-1123

November 7, 1947

Mr. Albert W. Denton
509 Failing Bldg.
Portland 4
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2944, which was awarded to you on October 22, 1947 by the State Highway Commission, covering the Gardiner Section of the Oregon Coast Highway, in Douglas County. This copy is for your record and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
OCT 23 1947
FOR FILING

10-1123

2944

October 23, 1947

Denton Construction Co.
509 Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on October 22 awarded you the contract for .072 mile of grade and bituminous macadam widening on the Gardiner Section of the Oregon Coast Highway, in Douglas County. This award was based on your low bid of $ 98,308.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

mm
cc - S. H. Probert

26-1605 Parkrose Section of the 1947
2945 Col. River Hwy. (N.E.Sandy Blvd.)

RECEIVED
NOV 30 1948
FOR FILING

36-1605

2945

November 30, 1948

Mr. W. R. Grasle Co.
437 N. W. 16th St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 60 days, from August 31 to October 30, 1948, within which to complete your contract No. 2945 covering traffic signal installation in the Parkrose District on the Columbia River Highway in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

11-30-48 gl

RECEIVED
NOV - 1 1948
FOR FILING

24-16-5

2945

November 1, 1948

General Casualty Co.of America
Robert V. Jewett, Agent
Weatherly Bldg.
Portland 14, Oregon

Dear Sir:

This to advise you that State Highway Contract No. 2945 for traffic signal installation in the Parkrose District on the Columbia River Highway, in Multnomah County, has been completed by the contractor, W. R. Grasle, and that final payment in the amount of $2,714.85 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,123.60, and that no force account work was performed therein. This contract was completed October 20, 1948 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held in Portland on November 3 and 4.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

11-1-48

RECEIVED
OCT 5 1948
FOR FILING
26-1605

2945

October 1, 1948

4-af

Request for extension of time
No. 7
November 3 and 4 meeting

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Parkrose Traffic Signal System
Contract No. 2945, W. R. Grasle
Company, Contractors

Herewith request from the contractors on the Parkrose Traffic Signal System for an extension of time, from August 31, 1948 to October 30, 1948, for the completion of the work on this project.

This project includes steel poles which were purchased from the Union Metal Manufacturing Company. Delivery on these poles to the contractor was not made until August 30. The work is now going forward. We would recommend that the extension be granted without penalty.

This is a State Project and does not require the concurrence of the Public Roads Administration

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
OSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
OCT 1 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 23, 1948

26-1605

2945

IN REPLY PLEASE REFER TO FILE
Request for Extension of Time
No. 6
August 9 and 10 meeting.

Oregon State Highway Commission

Gentlemen:

I enclose a copy of a request of the Parker-Schram Company for an extension of time on Contract No. 2945, Parkrose Section of the Columbia River Highway, from June 15, 1948 to June 25, 1948.

Due to exceptionally rainy weather during the Spring, and also due to the fact that the contractor was called off this work to do emergency work on Union and Denver Avenue Fills, he was unable to complete the contract by the specified date.

I recommend that this extension, which is for ten days only, be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

RECEIVED
NOV 13 1947
FOR FILING

26-1605

2945

November 12, 1947

W. R. Grasle Company
437 N. W. 16th St.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2945 which was awarded to you on October 22, 1947 by the State Highway Commission, covering the Parkrose Traffic Signal System on the Columbia River Highway, in Multnomah County. This copy is for your record and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

1a

RECEIVED
OCT 23 1947
FOR FILING

26-1605

2945

October 23, 1947

W. R. Grasle Co.
437 N. W. 16th Ave.
Portland 9, Oregon

Gentlemen:

The State Highway Commission on October 22 awarded you the contract for the installation of traffic signals at N. E. Prescott St., N. E. Columbia Boulevard, N. E. 105th Ave., and N. E. 112th Ave., on the Parkrose Section of the Columbia River Highway (N. E. Sandy Boulevard). This award was based on your low bid of $ 10,650.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

MS
cc - S. H. Probert
cc - G. S. Paxson

26-1601 Oneonta Creek Br. on the
2346 Columbia River Highway 1947

RECEIVED
DEC 2 1948
FOR FILING
26-1601
2946

December 1, 1948

American Surety Company of New York
David A. Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

This is to advise you that state highway contract No. 2946 for work on the Oneonta Creek Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, Erick Enquist, and that final payment in the amount of $2,170.68 will be made on or after December 11, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $19,483.80 and that no force account work was performed therein. This contract was completed on May 22, 1948 and accepted by the Commission on June 29, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

ym

cc - American Surety Co. of New York
100 Broadway
New York 5, N.Y.

NOTED ON CARD
12-1-48 J.E.

RECEIVED
JUN 9 1948
FOR FILING

26 1601

2946

June 7, 1948

Mr. Erick Enquist
Box 41
Troutdale
Oregon

Dear Sir:

The State Highway Commission, at its meeting of May 25, 1948, had under discussion your request for an extension of time of 31 days, from April 30 to May 31, 1948, within which to complete your contract No. 2946 covering the Oneonta Creek Bridge on the Columbia River Highway, in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
6-7-48, g

RECEIVED
MAY 24 1948
FOR FILING

24-1601

2946

May 10, 1948

Request for Extension of Time
No. 8
May 24 and 25 meeting.

State Highway Commission

Gentlemen:

Re: Oneonta Creek Bridge in Multnomah
County, Contract No. 2946

Herewith copy of an application from Erick Enquist, contractor on the Oneonta Creek Bridge, requesting an extension of time to and including May 31, 1948 for the completion of the work on this project. This contract was previously extended from March 31, 1948 to April 30, 1948.

As a part of the Planning Survey work, we have been experimenting with the distributing of loads on this structure, and our experimental work has caused some delay to the contractor. In view of this fact, we are recommending that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP CM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

RECEIVED
APR 29 1948
FOR FILING

26-1601

[illegible]

April 28, 1948

Mr. Erick Enquist
Box 41
Troutdale
Oregon

Dear Sir:

The State Highway Commission, at its meeting on April 19, 1948, had under discussion your request for an extension of time of 30 days, from March 31 to April 30, 1948, within which to complete your contract No. 2946 for the Oneonta Creek Bridge on the Columbia River Highway, in Multnomah County.

I am pleased to inform you that the State Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as the reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
4-28-48

Form E-1—5M—4-47

26-1601

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 24th, 1948

Section Oneonta Creek Bridge

Highway Columbia River

Contractor Leonard & Slate Vanc. Wash.

Date of contract April 5th, 1948

Date work started April 7th, 1948

Amount of contract $9550.00

Kind of work Excavation & Rock Topping

Section prefix 26-1601-225

Contract number 2946

Date of completion -, 19

Estimated date of completion -, 19

Per cent of time elapsed - %

Estimated cost of completed project, exclusive of engineering $1800.00

Per cent of contract completed, based on total contract price 20 %

Engineering cost to date, $1000, 20 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the grading and hauling of subgrade and topping materials from the Oneonta Borrow Pit for the new grade that will eliminate the Tunnel.

Transit Crew set finishing grades 3 days on this job during the week.

NOTED
E. A. PEASE

RECEIVED
APR 26 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed Carl A. [illegible]

Address Troutdale, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
project	025	C25			025
daily completed	C25	C25			—
pleted	C25				
quantities	3000				
quantities moved or placed to date	3000				
daily quantities	—				
daily quantities necessary to project on time	—				
Number shifts per day	1				
Hours per shift	7				
Average force on project for week	2				

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	5						
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cldy		
Monday	[illegible]		
Tuesday	Cldy		
Wednesday	[illegible]		
Thursday			
Friday	[illegible]		
Saturday			

STATE PRINTING DEPT.

RECEIVED
APR 8 1948
FOR FILING

26-1601

2946

April 6, 1948

Request for Extension of Time
No. 4
April 19 and 20 meeting.

State Highway Commission

Gentlemen:

Herewith request for an extension of time for the construction of the Oneonta Creek Bridge on the Columbia River Highway in Multnomah County, Contract No. 2946, Erick Enquist, contractor.

The weather has been particularly bad in the Columbia Gorge this past winter. In our opinion, the contractor has worked during such time as the weather was suitable, and we are recommending that the extension, from March 31, 1948 to April 30, 1948, be granted without penalty to the contractor.

This is a State Project and does not require concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson

RECEIVED
NOV 10 1947
FOR FILING
26-1401
2946

November 7, 1947

Mr. Erick Enquist
Box 41
Troutdale
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2946, which was awarded to you on October 24, 1947 by the State Highway Commission, covering Oneonta Creek Bridge on the Columbia River Highway, in Multnomah County. This copy is for your record and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
OCT 30 1947
FOR FILING
26-1601
2946

kw

Salem, Oregon
October 28, 1947

Mr. G. S. Paxson:

Approval is given for the state to pay the premium on the $25,000 bond required to be posted by the contractor on the Oneonta Creek Bridge as protection to the Union Pacific Railroad Company. The best manner of handling this is to prepare an order for state force work on contract projects and charge the bond against such an order, the amount to be a portion of the contingency fund set up for the project.

W. C. Williams

WCW:bb

FORM E-30 35M 7-47

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1947

SUBJECT: Oneonta Creek Bridge No. 7108

To:
Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The Oneonta Creek Bridge was advertised before we had the easement from the Union Pacific Railroad Company. This easement contains a paragraph requiring the contractor to furnish a bond to the railroad in the amount of $25,000. This provision was not included in our advertisement, and it will be necessary for us to pay the cost of this bond, which is $500. I am recommending that we do this out of the contingency fund set up under the project.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams VR—

RECEIVED
DEC 16 1947
FOR FILING

26-1601
2446

AGENDA
24 1947

October 24, 1947

Mr. Erick Enquist
Box 41
Troutdale, Oregon

Dear Mr. Enquist:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of a concrete bridge over Oneonta Creek on the Columbia River Highway approximately two miles east of Multnomah Falls, Multnomah County. This award was based on your low bid of $22,985 submitted on August 26, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Mr. G. S. Paxson
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

[illegible] confirmed

S+C

ge to the account of ______________________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 24, 1947
10:30 a.m.

Erick Enquist
Box 41
Troutdale, Oregon

State Highway Commission awarded you today contract for Oneonta Creek Bridge on Columbia River Highway near Multnomah Falls, Multnomah County, based on your low bid submitted August 26, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

BG
Charge

RECEIVED
OCT 29 1947
FOR FILING

26-1401

2946

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1947

SUBJECT: **Oneonta Creek Bridge No. 7108**

To:

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

The Oneonta Creek Bridge was advertised before we had the easement from the Union Pacific Railroad Company. This easement contains a paragraph requiring the contractor to furnish a bond to the railroad in the amount of $25,000. This provision was not included in our advertisement, and it will be necessary for us to pay the cost of this bond, which is $500. I am recommending that we do this out of the contingency fund set up under the project.

Very truly yours,

NOTED
W. C. WILLIAMS

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams

FORM E-123X 10M 7-46

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
SEP 25 1947
FOR FILING

26-1601

2946

September 24, 1947

R 13756

Mr. Sam Murray, Resident Engineer,
Union Pacific Railroad Company,
Pittock Block,
Portland 5, Oregon.

Dear Mr. Murray:

This letter is addressed to you with reference to the matter of easement for construction of a revised location of the Columbia River Highway at the Oneonta Tunnel in Section 9, Township 1 North, Range 6 East, W. M., in Multnomah County.

The proposed construction will involve a revision of the location of the Columbia River Highway north of the present existing tunnel. The work will consist of the construction of a reinforced concrete structure with necessary embankment construction and, of course, paving.

I am advised by Mr. Glenn Paxson, Bridge Engineer, that there will be no blasting of any nature in connection with the construction of the project and no occupancy of the railroad right of way beyond the proposed encroachment.

At the present time a satisfactory bid has been received for the construction of the project and it is desired to award a contract at the earliest possible moment. The time for accepting the bid expires on September twenty-fifth and we have been withholding awarding pending receipt of information that the encroachment agreement would be approved.

Your assistance in giving, in advance of formal execution of papers, permission to immediately occupy the property and proceed with the construction will be very much appreciated.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Counsel

NOTED
W. C. WILLIAMS

JWD:PW
cc W. C. Williams ✓
G. S. Paxson

S-14(7) Roseburg-Dixonville Sec., 1947
North Umpqua Co. Road
#2947

A

RECEIVED
[illegible] 1960
FOR FILING

S 14(7)

2947

May 27, 1960

Long, Neuner & Dole
P. O. Box 587
Roseburg, Oregon

Attention: Mr. Donald A. Dole

Gentlemen:

Complying with your verbal request of May 25, we are sending to you by bus today the following certified material pertaining to State HighwayContract No. 2947 with Leonard & Slate, Oreg. Ltd., Portland, for grading and paving the Roseburg-Dixonville Section of the North Umpqua County Road in Douglas County:

1. Excerpts from the minutes showing acceptance date of the contract.
2. Copy of subcontract with J. C. Compton Company.
3. Plans for the proposed project above, dated January, 1947.
4. Constructed line profile for the above project, dated 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

5/25/60

Donald A. Dole ✓
Lawyer

LONG, NEUNER & DOLE ✓

ORchard 3-5541
810 S. E. Douglas Avenue

P. O. Box 587
Roseburg, Oregon

#2947 Leonard & Slate Cre. Ltd.

*1. Excerpts from the minutes showing the acceptance date. (Certif.)

2. Certified copy of the sub-contract (J.C. Compton) ⓕⓓ

3. Certified copy of the plans covering the project — plans to

Swenson rec. a req. several weeks ago on same Contract. (Contr. & Bond) (plans) — C.H. — from the county —

RECEIVED
MAY 26 1960
FOR FILING

8-14(7)

2947

Salem, Oregon
May 26, 1960

Mr. T. A. Query
Secretary
Office

Yesterday afternoon Mr. Dole and Mr. Neuner, attorneys in the firm of Long, Neuner & Dole, Roseburg, were in the office requesting certain information in connection with State Highway Contract No. 2947 with Leonard & Slate, Oreg. Ltd., Portland, for grading and paving the Roseburg-Dixonville Section of the North Umpqua County Road in Douglas County. This contract was completed June 27, 1949, and accepted by the Highway Commission August 1, 1949.

The information which they requested is as follows:

1. Certified copy of excerpts from the minutes showing acceptance date of the contract.

2. Certified copy of the subcontract with J. C. Compton on this contract.

3. Certified copy of the plans covering this project.

It is my understanding that our County-City Relations Division received a request from Douglas County several weeks ago for information covering this same contract.

From the information that I have been able to obtain it appears that Douglas County is being sued on a negligence charge involving personal injury. I do not know who is filing the suit against the County.

I have contacted the Construction Department for a copy of the subcontract, and the Office Engineering Division for a copy of the plans. Our girls are preparing the excerpts from the minutes.

C. W. Head

cc Mr. L. I. Lindas

CWH:fp

S-14 (7)
Roseburg-Dixonville

NOTED
V. R. JONES

NOTED
C. G. SWENSON

NOTED
H. S. COX

April 28, 1960

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

(FAS 253)

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

Dear Mr. May:

In answer to your letter of April 26, 1960, requesting certain data in connection with the Roseburg-Dixonville project on the North Umpqua Road, enclosed are two copies of the subcontract agreement between Leonard & Slate, Oregon Ltd., and J. C. Compton Company. Also enclosed is a copy of a letter listing the items covered in the subcontract agreement between J. C. Compton Company and Harry I. Hamilton Company. It will be necessary for you to obtain copies of the agreement between Compton and Hamilton from either Compton or Hamilton as we do not have extra copies available. The contract completion date of June 27, 1949, is correct.

We are mailing to you under separate cover two sets of plans and two certified copies of the contract for the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

JDG:mm
Encl.

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

April 26, 1960

Clarence Swenson
City & County Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Clarence:

The Douglas County Commissioners are being hauled into court on an alleged negligent charge in a personal injury case on the North Umpqua Highway Section - Roseburg city limits to Dixonville. The project being done under the F.A.S. program.

The defending attorneys requested data as following:

1) Two copies of the plans and specifications and contract document No. 2947, dated October 24, 1947, Leonard and Slate, Contractors.

2) Two copies of the subcontract between Leonard and Slate and J. C. Compton for paving on said job.

3) Two copies of the subcontract between Leonard and Slate and Hamilton and Thoms for curbs, gutters and culverts on said job.

4) We have the completion date, June 27, 1949 for the above contract; please verify.

This letter is to verify my telephone conversation with Mr. Graham of your office as of this date.

Very truly,

AHM/hb

Al. H. May
County Engineer.

RECEIVED
[illegible] 1951
FOR FILING

December 17, 1951

City Council of Roseburg
Roseburg, Oregon

Gentlemen:

In 1944 an agreement was entered into between the Oregon State Highway Commission, Douglas County, and the City of Roseburg, to provide for improvement of the North Umpqua County Road, which is located on East Second Avenue South in the city of Roseburg.

This agreement stipulated, among things to be done by the City, as follows:

"2. Make available for use in connection with the highway and highway road and street improvement contemplated by this agreement all rights of way now available for said project and all real properties, titles to which have been acquired by the City for said project, and reimburse the State for such sums as the State may expend in connection with the acquisition by purchase, agreement or by the exercise of the power of eminent domain of other real properties needed in connection with the proposed construction of the streets herein designated......"

In the acquisition of this right of way the City of Roseburg accepted a deed from the California-Oregon Power Company, which deed required that the City construct a retaining wall along the California-Oregon Power Company's property, this being a part of the right-of-way settlement. Later the State was requested to construct this wall by its contractor, with the understanding that the City would make reimbursement for the actual cost thereof. In 1948, the late Mr. J. M. Devers, in correspondence with Mr. A. J. Geddes, City Recorder, requested the City to deposit the sum of $1,256.50, which was the estimated cost of the wall as designed to the minimum necessary requirements by the Oregon State Highway Department. Mr. Paul E. Geddes advised Mr. Devers that the City Council had some information that the cost of the wall would be some $300 and wished an investigation before depositing the $1,256.50.

A satisfactory wall could not be constructed for money less than the estimate, and in order to permit the construction of the highway improvement it was necessary to proceed forthwith with the construction of the wall. The final cost of this wall, as determined by the contractor's unit prices, was $1,199.62. It is respectfully requested that the City of Roseburg submit remittance in such amount to cover the obligation.

In connection with this agreement I call your attention to a modification of the original agreement under date of October 17, 1947. At that time it was determined that the City was running into expense for the moving of houses from the right of way acquired, and the City requested the State to aid in defraying the costs of moving the buildings. As the result of a conference between the Highway Commission and representatives of the City it was agreed that the State would pay one-half the cost of moving these houses, and, during the year 1948, through six different warrants, the State paid to the City of Roseburg the amount of $9,319.50 as the State's share of the cost.

It thus appears that the terms of the original agreement and the modified agreement have been fulfilled with the exception of payment by the City of Roseburg for the construction of the retaining wall at the property of the California-Oregon Power Company.

Incidentally, we can find no record or anyone having knowledge of the City's being furnished an estimate of $300 by the State Highway Department. I am not saying that such estimate may not have been furnished, but we have been unable to substantiate it.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. S. H. Probert
Mr. Tom Edwards

C&A 1031

Mr Glaingu

Ruth.

Look in agreement with Rosebrugh re ~~payment for wall~~

~~If no find check in the minutes 1st ½ of 1948~~

~~If no success check correspondence file for~~ contract 2947

C&A 1031 to ABG 12-11-51
returned 12-11-5 [redacted]

Ruth did work as requested above - searched minutes thru 1st ½ of 1948 & last ½ of 1947

nothing found

Ruth re-read [illegible] 1947 (She has read all of 1947 + 48)
Cannot find agreement referred to in P3
Called Lee Parsons re prior agreement - he has no knowledge of it
Cathcart's office - Prange found Maint agreement dated April, 1947.

Final Cost Statement

City of Roseburg

To reimburse the State for constructing a retaining wall fronting the property of the California Oregon Power Company on East Second Avenue, North Umpqua Highway Route. The wall was constructed as a right of way consideration, the City having agreed to acquire the right of way. The work was performed under State Contract No. 2947, with Leonard & Slate, Oregon Ltd., and completed June 27, 1949.

Class "A" Concrete in wall	17.28	cu. yds.	at $55.00	$ 950.40
Metal reinforcement	1,761.8	lbs.	at .12	211.42
Structural excavation	10.8	cu. yds.	at 3.50	37.80
				$1,199.62

Should we bill the City for this?

K Parsons
11-5-51

COPY

Salem, Oregon
June 16, 1948

Mr. W. C. Williams,

Office

Dear Mr. Williams:

Conforming with your request made in Mr. Glaisyer's office today when we were discussing the matter involved in the attached file I am returning the file to you for such further study as you said you want to make.

When you have completed your study, if I can be of any service let me know.

Yours very truly,

J. M. DEVERS

JMD:PA

Enc.

COPY

FORM E-30X 15M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1948

SUBJECT:

To: Mr. J. M. Devers

Please note the attached price agreement which calls for expenditure of $1256.50 for work which is to be done under the terms of right of way agreement No. 13149 entered into between the California-Oregon Power Company and the City of Roseburg. It is my understanding that this work is to be paid for by the City.

I am now informed that the City of Roseburg objects to paying more than $300. I would appreciate your advising me of the actual terms of the agreement. In other words, is the City limited to an expenditure of $300, or are they obligated for the entire cost of the retaining wall which needs to be constructed to fulfill the terms of the right of way agreement?

Please return the price agreement with your reply.

/s/ W. C. Williams

WCW/ds
Encl.

COPY

Salem, Oregon
June 14th, 1948

Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The Legal Department advises us to go ahead with Price Agreement #1 on the Roseburg-Dixonville Section for the construction of the wall in front of the California Oregon Power Company's property and after it is done, they will collect what they can from the City of Roseburg.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

COPY

FORM E-20X 15M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 11, 1948

SUBJECT: Roseburg-Dixonville

To: H. G. Smith
Construction Engineer

Dear Sir:

In regard to Price Agreement No. 1, Roseburg-Dixonville section, I am rather at a loss as to know how the City received the $300.00 estimate, as there is nothing in our files relative to it. It must have been given to the City by the Right-of-way Department. I do not say that it was, but it is probable.

It was somewhat of a question as to how long the wall was to be; that is, whether it should cover the area occupied by the building or the entire length of the property. When we asked the California Oregon Power Company what its understanding was, we were asked the wall must be the entire length of the property. Prior to the time we tore the wall down, the Company had a wall which was made of rubble masonry - a very rough job and entire unsuited.

Our wall will be about six or seven feet high. As there is no suitable rock in this country we thought it best to put in concrete. In fact, I think we discussed this with Paxson before a definite decision was made. We must build this wall now that we are committed to its construction.

The Agreement did not designate what type of wall was to be built but only that it was to be across the property. I take it that the City is to pay for this and I do not know how we could be held to pay the balance of the estimate. I think the City is rather selfish in this matter as it has been out very little money for right-of-way. We paid half of the cost of moving the building and I do not know of any expense the City has been put to, other than half payment for moving the buildings.

I recommend that the City pay the entire amount.

Very truly yours,

/s/ K. D. Lytle

Division Engineer

kdl;g

COPY

Salem, Oregon
June 10th, 1948

Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

In regard to Price Agreement #1 on the Roseburg-Dixonville Section in the amount of $1,256.50 for the construction of 100 lineal feet of retaining wall adjacent to the property of the California Oregon Power Company.

The City of Roseburg advises that they were given an estimate of $300.00 for this wall and object to paying for a more expensive wall.

Will you kindly make appropriate recommendations.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

COPY

RM E-123X 25M 7-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 10, 1948

Mr. Paul E. Geddes
Attorney at Law
U. S. National Bank Building
Roseburg, Oregon

Dear Mr. Geddes:

I have just read your letter of the eighth relative to the Highway Commission's request that the City Council of Roseburg deposit with the State $1,256.50 to take care of the cost of constructing a concrete wall adjacent to the California Oregon Power Company property along the Roseburg-Dixonville Section of the highway improvement now under contract.

Mr. Smith, the Construction Engineer, is out of the city today, but I have discussed this matter with his office man and I am advised that the contract has not gone so far that we cannot change the type and design of wall. This matter will be given immediate consideration and the Power Company will be contacted, for I can assure you that the State has no desire to construct a more expensive wall than will meet the needs and satisfy the Power Company. So, I think, until you hear from me again, you can let the matter rest.

Very truly yours,

J. M. DEVERS

JMD:avh
cc - H. G. Smith

COPY

PAUL E. GEDDES

Lawyer

U. S. National Bank Building

Roseburg, Oregon
June 8, 1948

Mr. J M Devers
Chief Counsel
State Highway Commission
Salem, Oregon

Dear Mr. Devers:

I have been instructed by the Common Council of the City of Roseburg to reply to your letter of June 3rd, with reference to the deposit of the sum of $1256.50 with the State Highway Commission as the estimated cost of construction of the concrete wall adjacent to the California Oregon Power Company property along the Roseburg-Dixonville section of the highway improvement here.

The Council, through its Street Committee, has heretofore been advised by your department that the estimated cost of this construction would be a sum only slightly in excess of $300.00, and plans accordingly had been made for expenditure in that approximate sum. Apparently, therefore, some error has been made either in the Engineer's estimates or in the transmittal of the information to the city.

It also appears that this wall is to retain only a sidewalk area and not the vehicle portion of the street and that the California Oregon Power Company will be well satisfied with a wall of a cheaper and less expensive type of construction than apparently has now been decided upon. Very likely, however, the project has now proceeded to the extent that the plans for the type of construction cannot easily be changed.

In any event, the city will appreciate it if you will review the situation and see what, if anything, can be done to alter the plans to provide a satisfactory wall at a less cost and to determine where the error has arisen in connection with the previous advise to the city of the cost. It is the feeling of the Council that if an error has been made in the highway commission office, that office should be willing to bear some of the responsibility of the error. On the other hand, if the error has occurred in one of the city offices, the city, of course, should, without question, stand the cost.

This letter is written merely for the purpose of securing information and to determine what, if anything, can be done about the situation before any deposit is made.

Very truly yours,

PEG:LC

/s/ Paul E. Geddes
C.

COPY

23X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 3, 1948

Mr. A. J. Geddes
City Recorder
Roseburg, Oregon

Dear Sir:

I am advised that there is in existence a contract by which the City of Roseburg agreed to construct a wall for the California-Oregon Power Company in connection with the construction of the Roseburg-Dixonville Section of the highway. The State has procured an estimate of the cost of the wall and plans to include the work in its highway contract. The State will, therefore, pay the contractor direct, but pursuant to the policy established by the Commission, it is requested that the City deposit with the State Highway Commission the estimated amount of the cost of the construction of the wall, $1,256.50. Will you please, therefore, send to the State Highway Commission a remittance in that amount.

Yours very truly,

J. M. DEVERS

JMD:avh
cc - Mr. H. G. Smith
Mr. F. D. Lytle

COPY

FORM E-30X 15M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 20, 1948

SUBJECT: 210-1034

To: H. G. Smith
Construction Engineer

Dear Sir:

Attached is Price Agreement covering a wall which we are required to build for the California Oregon Power Company in connection with the Roseburg Dixonville Section.

Before we acquired the right-of-way in front of the Company's transformer station in Roseburg, it passed a resolution requiring this wall. The City secured the right-of-way, accepted this resoltuion, and I presume it is up to us to do the work.

The payment for the wall should be charged to the City as payment for the right-of-way is an obligation to be borne by the City of Roseburg.

Very truly yours,

/s/ K. D. Lytle

Division Engineer

encs

VP

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Roseburg - Dixonville
Date May 14, 1938
Highway North Umpqua
Contract No. 2947
County Douglas
F. A. Project No. 210-1036
Contractor Leonard & Slate Oregon, Ltd
Price Agreement No. S-14 (7)
Address 7805 SW 40th Ave., Portland 1, Oregon
1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Construct 100 lin. ft. of Retaining wall as per Br. Drawing # 7150 Modified. This work is to be done under the terms of the right of way agreement # 13149 entered into between the California - Oregon Power Co. and the City of Roseburg.

Locations by station numbers:
37 ' Rt. 25+45.2 to 26+45.8

Names of pay items, estimated quantities and agreed prices:

Class "A" Concrete in retaining wall	17 cu. yd.	55	935
Metal Reinforcement	1600 lbs.	0.12	192
Structural Excavation	37 cu. yd.	3.50	129.50
			1256.50

Specifications, basis of measurement and other provisions: All work in connection with this structure shall be performed and paid for in accordance with the applicable provisions under Reinforced Box Culverts" in the special provisions.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

Total Original Authorizations . . . . $
Total Authorizations to Date . . . . $ 338,120.20
Additional Authorization Requested . . . . $ 338,120.20
Additional Authorization Approved . . . . $ None

Submitted by: L. H. Young
Resident Engineer

Signed: Leonard & Slate
Contractor
By Glen L. Rowell

Approval Recommended:
Division Engineer

Approval Recommended:
Construction Engineer

Approved:
State Highway Engineer

STATE PRINTING DEPT.

COPY

RESOLVED that this company sell and convey to the City of Roseburg, a municipal corporation, in Douglas County, Oregon, the following described real property in Douglas County, Oregon, to-wit:

> Beginning at the Northeast corner of Lot 1, Block 15 in Bushey's Addition to Roseburg as mapped and recorded Nov. 7, 1895, Book of Plats, Vol. 1, Page 38, Douglas County, Roseburg, Oregon, thence Easterly along the South line of East Second Avenue South being the North Boundary of Lot 2, said Block 15, Bushey Addition, for a distance of 100 feet, thence Southerly parallel with the East Boundary of said Lot No. 1 a distance of 9.37 feet, thence North 85° 53' West, 22.10 feet, thence North 86° 54' 30" West, 77.83 feet to a point on the East Boundary of said Lot No. 1, thence Northerly along the East line of said Lot No. 1 a distance of 19.32 feet to the point of beginning,

reserving to the company its fence situated on the above described premises.

This conveyance to be made for the purpose of enabling the city to widen East Second Avenue South in said city, said conveyance to be made upon condition that said city, in the improvement of said street or avenue, construct a retaining wall along the South boundary of said street to prevent earth or material from any fill made in the improvement of said street encroaching or spilling upon the adjoining premises of this company; this company upon the completion of said retaining wall to have the right to place its fence thereon; and the consideration for this conveyance is that this company be relieved from the assessment of any part of the cost of improving said East Second Avenue South, which might otherwise be assessed against the property of this company.

The officers of this company are hereby authorized to execute the proper deed of conveyance, and in addition thereto execute a quit-claim deed to the right to cross a forty (40) foot strip adjacent to and on the Easterly side of the above described parcel, on condition that entrance to said forty (40) foot strip remain open.

California-Oregon Power Co.

April, 1948

RECEIVED
APR 1
FOR FILING

BUREAU OF PUBLIC ROADS
. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S-14(7)

March 14, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-14(7)
Roseburg-Marks Ranch Section
North Umpqua Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jkr

Oregon Federal Aid ondary Project No. S-14(7) WA8pr 7403

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 3, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-14(7); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $340,000.00 to $358,700.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred fifty-eight thousand, seven hundred and 00/100 dollars ($358,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added Clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred fifty-eight thousand, seven hundred and 00/100 dollars ($358,700.00), which does not exceed the authorized Federal pro rata share of five hundred ninety-six thousand, nine hundred forty and 30/100 dollars ($596,940.30), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 20, 1950.

Attest

SECRETARY

RECOMMENDED

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By W H Lynch
Division Engineer
U. S. Bureau of Public Roads.

R. H. Baldock

RECEIVED
FEB 17 1950
FOR FILING

4(7)

2941

Fe[illegible]ary 8th, 1950

Contract [illegible]
Prefix 210-1034 FS 14(7)

FINAL COST ANALYSIS
Roseburg-Dixonville
Grading & Paving

Contractor - Leonard & Slate
Resident Engineer - Hilbert Young

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$979.60	$1,300.00
Removal of Pav't. & Walks	1,527.6	Sq. Yd.	0.50	0.42	641.59	763.80
Removal of Curbs	160	Lin. Ft.	0.20	0.18	28.80	32.00
Removal of Catch Basins	5	Each	20.00	15.40	77.00	100.00
Structural Excavation	1,390.1	Cu. Yd.	3.50	3.76	5,226.78	4,865.35
Trench Excavation	672.5	" "	2.00	2.27	1,526.58	1,345.00
General Excavation	70,576.3	" "	0.65	0.916	64,697.65	45,874.60
Short Overhaul	166,146	Yd. Sta.	0.02	0.02	3,322.92	3,322.92
Long Overhaul	4,985.3	C-Yd. Sta.	0.50	0.43	2,143.68	2,492.65
Finish Roadbed & Slopes	4.39	Mile	400.00	427.00	1,874.53	1,756.00
Rounding Cutbanks	9,290	Lin. Ft.	0.20	0.18	1,672.20	1,858.00
24" Corr. Metal Pipe	24	" "	5.00	4.25	112.26	120.00
8" Perf. Corr. Metal Drain Pipe	2,666	" "	2.00	1.88	5,000.51	5,332.00
4" Sewer Pipe	392	" "	0.95	0.78	304.90	372.40
8" " "	323	" "	1.15	1.04	335.46	371.45
10" " "	934.5	" "	1.35	1.30	1,211.98	1,261.58
12" " "	1,858.6	" "	1.85	1.73	3,221.04	3,438.41
12" Concrete Pipe	1,410	" "	2.25	2.13	3,005.81	3,172.50
18" " "	1,212	" "	3.50	3.37	4,078.56	4,242.00
24" " "	249	" "	5.00	4.75	1,181.87	1,245.00
36" " "	40	" "	8.00	8.14	325.82	320.00
Extra for Installing Under Pavement	114	" "	3.00	2.75	313.50	342.00
Salvaging Culvert Pipe	54	" "	2.00	1.89	102.06	108.00
*Type "B" Manholes	13	Each	150.00	138.40	1,799.20	1,950.00
*Concrete Catch Basins	14	"	75.00	62.45	874.30	1,050.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Adjustment of Manholes	5	Each	$50.00	$42.50	$212.50	$250.00
*Concrete Curb & Gutter	297.82	Cu. Yd.	45.00	38.75	11,540.53	13,401.90
*Concrete Driveways	641.08	Sq. Yd.	4.00	3.15	2,019.40	2,564.32
*Concrete Walks	907.62	" "	3.00	2.10	1,906.00	2,722.86
*Expansion Joints in Walks	348	Lin. Ft.	0.12	0.105	36.54	41.76
*Class "A" Concrete in Box Culvert	136.377	Cu. Yd.	55.00	59.30	8,084.78	7,500.74
*Metal Reinforcements	18,823.2	Lb.	0.12	0.11	2,070.55	2,258.78
Salvaging Surfacing Mat'l.	790	Cu. Yd.	0.75	0.63	497.70	592.50
Selected Roadbed Topping	57,980.5	" "	0.60	0.48	27,830.64	34,788.30
Hauling " "	158,050	Yd. Mi.	0.15	0.13	20,546.50	23,707.50
*3/4"-0" Mat'l. in Level Course & Shoulders	7,820	Cu. Yd.	2.75	2.45	19,159.00	21,505.00
*Sprinkling	1,187.2	M-Gal.	2.00	1.58	1,875.78	2,374.40
*Preparation of Base	4.39	Mile	200.00	115.50	507.04	878.00
*3/4"-0" Mat'l. in Binder Course	1,067	Cu. Yd.	4.00	3.22	3,435.74	4,268.00
*Furnish and Place RC-3 in Binder Course	87.79	Ton	35.00	32.25	2,831.23	3,072.65
*Class "B" Asphaltic Concrete	15,930.24	"	6.00	5.08	80,925.62	95,581.44
*PA #1, Class "A" Conc. in Ret. Wall	17.28	Cu. Yd.	55.00	54.50	941.76	950.40
*PA #1, Metal Reinforcements	1,761.8	Lb.	0.12	0.11	193.80	211.42
PA #1, Struct. Excavation	10.8	Cu. Yd.	3.50	3.50	37.80	37.80
PA #2, Purchase Excess 24" Conc. Pipe	72	Lin. Ft.	3.50	3.25	234.00	252.00
PA #3, Cement Adjustment, Favor of State	11.35	Bbl.	4.48			- 50.85
Force Account					345.85	394.80
					$289,291.36	$304,339.38

	Gross Revenue	Total Cost	Profit	Loss	% of Profit	% of Loss
Leonard & Slate	$143,757.71	$150,877.59		$7,119.88		4.9%
*J. C. Compton	160,581.67	138,413.77	$22,104.90	____	13.7%	__
Grand Total	$304,339.38	$289,291.36	$14,985.02		4.9%	

Roseburg-Dixonville
Contract #2947

Detail of Cost
Leonard and Slate

Labor:

Supervision	$3,500.00	
Labor	71,950.38	
Labor Insurance	5,658.78	
		$81,109.16

Materials:

8" Perf. Metal Pipe	2,666	lin. ft.	at	$1.17	$3,119.22	
8" Metal Bands	131		"	1.70	222.70	
24" Metal Culvert Pipe	24	lin. ft.	"	3.15	75.60	
24" " Bands	1		"	3.87	3.87	
4" Concrete Sewer Pipe	392	lin. ft	"	0.24	94.08	
8" " " "	323	" "	"	0.42	135.66	
10" " " "	934.5	" "	"	0.61	570.05	
12" " " "	1,858.6	" "	"	0.84	1,561.22	
12" " Culvert Pipe	1,410	" "	"	1.08	1,528.55	
18" " " "	1,212	" "	"	2.19	2,654.28	
24" " " "	249	" "	"	3.07	764.43	
36" " " "	40	" "	"	5.90	236.00	
						10,965.66

Equipment Rentals & Misc. Supplies:

Equipment Rental, Owned	$21,808.87	
" " , Hired	16,025.62	
Bond	1,101.76	
Gas, Oil and Grease	7,104.59	
P.U.C.	439.11	
P.L. and P.D. Insurance	788.81	
Explosives	1,107.20	
Home Office and Overhead	4,312.75	
Lumber	3,991.26	
Piling	112.80	
Move In, Freight and Cartage	2,010.00	
		58,802.77

Total Cost $150,877.59

Roseburg-Dixonville
Contract #2947

Detail of Cost
J. C. Compton

Labor:				
Supervision			$3,250.00	
Labor			31,947.16	
Labor Insurance			2,639.79	
				$37,836.95
Materials:				
Redimix Concrete	671 cu. yd.	at $11.82	$7,931.22	
Metal Reinforcements	20,584 lb.	" 0.0542	1,115.65	
Catch Basin Grates and Frames	14	" 22.56	315.84	
Manhole Frames & Covers	13	" 35.00	458.96	
RC-3 Asphalt	87.79 tons	" 24.10	2,115.74	
Asphalt in Class "B" Mix	1,081.43 "	" 19.00	20,587.89	
Freight on Asphalt	1,169.62 "	" 5.41	6,327.64	
Aggregate in Class "B" Mix	12,744 cu. yd.	" 1.50	19,116.00	
				57,968.94
Equipment Rentals & Misc. Supplies:				
Equipment Rental, Owned			$13,062.13	
" " , Hired			11,066.63	
Gas, Oil and Grease			8,381.41	
Bond			1,180.79	
P.U.C.			136.48	
P.L. & P.D. Insurance			883.19	
Home Office and Overhead			4,717.43	
Lumber			179.82	
Move In, Freight and Cartage			3,000.00	
				42,607.88
Total Cost........................				$138,413.77

Roseburg-Dixonville
Contract #2947

Remarks:

This was a "Federal Aid Secondary Project" to grade and pave 4.39 miles of highway roadbed on the Roseburg-Dixonville Section of the North Umpqua County Road in Douglas County. The project was bid October 21st, 1947, awarded October 24th, 1947, work started January 14th, 1948, and completed June 27th, 1949.

The subcontractor moved in one TD-14 cat and dozer, one ½ cu. yd. Bay City dragline shovel and a crew of 3 men on January 14th, 1948, and started to excavate for box culverts, and on January 19th, a crew of 7 men started building forms and placing the metal reinforcements. Inclement weather hampered the concrete work on the box culverts during the period from March 20th, to May 1st, 1948, and there was a small loss on the box culverts.

The contractor started grading April 28th, 1948, with one D-8 cat and carryall, but the material, consisting of black gumbo, was too wet and sticky, and work was discontinued. On June 4th, grading was started again with two D-8 cats and carryalls and one D-8 cat and dozer used for a push cat. This grading progressed rather slowly due to the wet condition of the soil until July 1st, 1948. After this date the grading progressed satisfactorily when the material had sufficiently dried out. Then approximately 14,500 cu. yd. of solid rock was encountered between station 76 and station 84 which required drilling and shooting. The shooting had to be made with light shots because there were buildings adjacent to this cut. The rock broke large and had to be reshot. A 3/4 cu. yd. shovel was moved into the rock cut, which proved to be entirely too small, and the work progressed very slowly. Equipment used in the rock cut consisted of one 3/4 cu. yd. shovel, one 105 compressor, two jackhammers, three 5 cu. yd. trucks. The contractor suffered a loss on the excavation.

The topping was secured from a state-owned gravel bar known as the Elk Island gravel bar, which is located on an island in the South Umpqua River at the west end of Douglas Street in the City of Roseburg. The contractor had to build a bridge to reach the gravel bar, and when all of the topping was taken out, the bridge had to be removed by the contractor. Equipment used for the topping was one 1½ cu. yd. Lima shovel, ten 5 cu. yd. trucks. Good progress was made on the topping, loading and hauling an average of 65 cu. yd. per hour. The contractor realized a fair profit on this item.

The subcontractor started placing the binder course on October 1st, [redacted] started to pave October 5th, and closed down for the winter October 28th, 1948. He then went to work on putting in forms for curbs and gutters and sidewalks. Good progress was made on the cement work, and all cement work was completed January 28th, 1949. Paving was started again May 25th, 1949, and completed June 17th, 1949. Good progress was made on the paving, averaging 54 tons per hour. Equipment used was one 2,000-lb. batch mixer, four 5 cu. yd. trucks, one Adnun paver, one TD-14 cat and dozer, one 2,000-gal. transport, one Cleaver Brooks 2-car heater, one retort, one 6,500-gal. storage tank, two rollers and one Ford pickup used as a pilot car. A nice profit was realized on this item.

The subcontractor then placed the 3/4" - 0" material in shoulders, hauling this material from his commercial plant located on the east end of the job. A fair profit was realized on this item.

The subcontractor had good bid prices, supervision and equipment on his items; therefore, he realized a fair profit.

The prime contractor had good bid prices, but due to the slow progress on the solid rock excavation and the wet muddy material, he suffered a loss.

E. H. Clymer
Cost Analyst

By . . George Kayser

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S-14(7)

February 3, 1950

Mr. E. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Roseburg-Marks Ranch Section, Project No. S-14 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 31, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Douglas

FA or FAS Route No. FAS-253

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	21	S-14 (7)	Roseburg to Marks Ranch	Survey-Plans					Gr., Dr., 0.51 mi. 4-lane high-type pavement, 11.72 miles 2-lane high-type pavement
				Right-of-Way					
				Construction	596,940	340,000	256,940		
				Total	596,940	340,000	256,940	12.224	
Requested Revision	21	S-14 (7)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	596,940	358,700	238,240		
				Total	596,940	358,700	238,240	12.224	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase Federal funds to represent more nearly permissible prorata amount.

Recommended for approval ____________ District Engineer ____________ (date)

Recommended: ____________ Division Engineer ____________ (date)

Approved: ____________ Acting Commissioner ____________ (date)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-14 (7)

ROSEBURG-[illegible] RANCH SECTION OF THE
NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.) Type Code 6201

Salem, Oregon, January 16, 1950

Inside City of Roseburg (Sta. 8+17 to 34+27.75) (Contract No. 2947)

All Required		Clearing and Grubbing (10%)	$	$ 130.00
1,400	sq. yds.	Removal of Pavements and Walks	0.50	700.00
170	lin. ft.	Removal of Curbs	0.20	34.00
6	only	Removal of Catch Basins	20.00	120.00
800	cu. yds.	Structural Excavation, Unclassified	3.50	2,800.00
14,800	cu. yds.	General Excavation, Unclassified	0.65	9,620.00
.51	mile	Finishing Roadbed and Slopes	400.00	204.00
3,000	lin. ft.	8" Perf. Corr. Metal Drain Pipe, Coated	2.00	6,000.00
80	lin. ft.	4" Sewer Pipe	0.95	76.00
300	lin. ft.	8" Sewer Pipe	1.15	345.00
1,000	lin. ft.	10" Sewer Pipe	1.35	1,350.00
1,160	lin. ft.	12" Sewer Pipe	1.85	2,146.00
100	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	300.00
730	lin. ft.	Salvaging Culvert Pipe	2.00	1,460.00
440	cu. yds.	Rock or Gravel Backfill in Drains	4.00	1,760.00
13	only	Type "B" Manholes	150.00	1,950.00
12	only	Concrete Catch Basins	75.00	900.00
4	only	Adjustment of Manholes	50.00	200.00
298	cu. yds.	Concrete Curb and Gutter	45.00	13,410.00
430	sq. yds.	Concrete Driveways	4.00	1,720.00
1,100	sq. yds.	Concrete Walks	3.00	3,300.00
250	lin. ft.	Expansion Joints in Walks	0.12	30.00
1	only	Metal Junction Boxes	50.00	50.00
80	lin. ft.	1" Electrical Conduit	1.00	80.00
1,100	cu. yds.	Salvaging Surfacing Materials	0.75	825.00
10,000	cu. yds.	Selected Roadbed Topping	0.60	6,000.00
30,000	yd. mi.	Hauling Roadbed Topping	0.15	4,500.00
1,100	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	3,025.00
200	M-gals.	Sprinkling	2.00	400.00
.51	mile	Preparation of Base	200.00	102.00
170	cu. yds.	3/4" - 0" Material in Binder Course	4.00	680.00

30	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	$ 35.00	$ 1,050.00
5,200	tons	Class "B" Asphaltic Concrete	6.00	31,200.00
			Subtotal	$ 96,467.00
			10% Engr. & Cont.	9,646.70
			Total	$106,113.70
		Length	0.506 mile	
		Cost per mile	$209,710.06	

20' Roadway (Sta. 34+87.75 to 239+20) (Contract No. 2947)

All Required		Clearing and Grubbing (90%)		$ 1,170.00
500	cu. yds.	Structural Excavation, Unclassified	$ 3.50	1,750.00
700	cu. yds.	Trench Excavation, Unclassified	2.00	1,400.00
57,200	cu. yds.	General Excavation, Unclassified	0.65	37,180.00
142,000	yd. stas.	Short Overhaul	0.02	2,840.00
1,800	C-yd. stas.	Long Overhaul	0.50	900.00
3.88	miles	Finishing Roadbed and Slopes	400.00	1,552.00
7,000	lin. ft.	Rounding Cutbanks	0.20	1,400.00
30	lin. ft.	24" Corr. Metal Pipe	5.00	150.00
200	lin. ft.	8" Perf. Corr. Metal Drain Pipe, Coated	2.00	400.00
30	lin. ft.	8" Sewer Pipe	1.15	34.50
100	lin. ft.	10" Sewer Pipe	1.35	135.00
850	lin. ft.	12" Concrete Pipe	2.25	1,912.50
1,300	lin. ft.	18" Concrete Pipe	3.50	4,550.00
160	lin. ft.	24" Concrete Pipe	5.00	800.00
80	lin. ft.	36" Concrete Pipe	8.00	640.00
70	lin. ft.	Salvaging Culvert Pipe	2.00	140.00
30	cu. yds.	Rock or Gravel Backfill in Drains	4.00	120.00
2	cu. yds.	Concrete Curb and Gutter	45.00	90.00
126	cu. yds.	Class "A" Concrete in Box Culverts	55.00	6,930.00
20,000	lbs.	Metal Reinforcement	0.12	2,400.00
1,000	cu. yds.	Salvaging Surfacing Materials	0.75	750.00
44,000	cu. yds.	Selected Roadbed Topping	0.60	26,400.00
140,000	yd. mi.	Hauling Roadbed Topping	0.15	21,000.00
4,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	11,825.00
1,600	M-gals.	Sprinkling	2.00	3,200.00
3.88	miles	Preparation of Base	200.00	776.00
430	cu. yds.	3/4" - 0" Material in Binder Course	4.00	1,720.00
70	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	2,450.00
11,300	tons	Class "B" Asphaltic Concrete	6.00	67,800.00
				$202,415.00

Roadway (Sta. 239+90 to 674+00) (Contract No. 2824)

All Required		Clearing and Grubbing	$	$ 2,000.00
550	cu. yds.	Trench Excavation, Unclassified	2.00	1,100.00
33,400	cu. yds.	General Excavation, Common	0.60	20,040.00
3,700	cu. yds.	General Excavation, Solid Rock	1.50	5,550.00
109,000	yd. stas.	Short Overhaul	0.02	2,180.00
3,800	C-yd. stas.	Long Overhaul	0.50	1,900.00
10,500	lin. ft.	Rounding Cutbanks	0.15	1,575.00
7.15	miles	Finishing Roadbed and Slopes	500.00	3,575.00
100	lin. ft.	18" Corrugated Metal Pipe	3.00	300.00
10	lin. ft.	24" Corrugated Metal Pipe	5.00	50.00
150	lin. ft.	18" Concrete Pipe	3.50	525.00
80	lin. ft.	24" Concrete Pipe	5.00	400.00
10	lin. ft.	36" Concrete Pipe	10.00	100.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
20,000	cu. yds.	2" - 0" Material in Base	2.75	55,000.00
9,500	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	26,125.00
700	M-gals.	Sprinkling	2.00	1,400.00
6.55	miles	Preparation of Base	100.00	655.00
440	cu. yds.	3/4" - 0" Material in Binder Course	3.40	1,496.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,200.00
22,000	tons	Class "B" Asphaltic Concrete	5.25	115,500.00
				$243,791.00
		Subtotal		$446,206.00
		10% Engr. & Cont.		44,620.60
		Total		$490,826.60

Length of Roadway 11.718 miles
Cost per mile $418,865.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Secondary Funds	State Funds
Inside City	$106,113.70	$ 63,763.00	$ 42,350.70
Outside City	490,826.60	294,937.00	195,889.60
	$596,940.30	$358,700.00	$238,240.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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2947

September 15, 1949

Great American Indemnity Company
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2947, for grading and paving on the Roseburg-Dixonville Section of the North Umpqua County Road in Douglas County, has been completed by the contractor, Leonard & Slate Oreg.Ltd., and that final payment in the amount of $9,136.05 will be made on or after September 26, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $304,339.38, of which amount $394.80 represents force account items. This contract was completed on June 27 and accepted by the Commission on August 1, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

9-15-49 gl

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8-14(7)

2947

File

August 8, 1949

Honorable D. N. Busenbark
County Judge, Douglas County
Roseburg, Oregon

Dear Sir:

This is to advise that Contract No. 2947 for grading and paving of the Roseburg-Dixonville Section of the North Umpqua County Road in Douglas County, F.A.S. Highway No. 233, was completed by the contractor June 27, 1949, and accepted by the Highway Commission on August 1, 1949.

As the agreement, signed by the County Court and State Highway Commission under dates of January 30, 1947 and April 4, 1947, provides that the County shall maintain certain sections of the North Umpqua County Road which are covered in the contract completed June 27, 1949, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Douglas County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWK:DM
cc: Mr. J. W. Cattrall
Mr. H. G. Smith
Mr. E. A. Collier
Mr. K. D. Lytle

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JUL 11 1949
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2-14(7)

2947

July 8, 1949

Great American Indemnity Company
Wells, Reed and Hutchings
412 Failing Building
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Leonard & Slate, Oreg. Ltd., on contract No. 2947, covering grading and paving on the Roseburg-Dixonville Section of the North Umpqua County Road, in Douglas County. This payment, in the amount of $35,249.09, will be made on or after July 18, 1949. The retained percentage is $9,130.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

eo

NOTED ON CARD

7-8-49
eo

Form E-1—5M—1-48

8.14 (7)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 2 1949, 19

Section Roseburg Dixonville

Kind of work Grading & Paving

Highway North Umpqua

Section prefix 210-1034

Contractor Leonard & Slate Oregon Ltd.

Contract number 2947

Date of contract Oct. 24, 1947

Date of completion Dec. 31, 1949

Date work started Jan. 14, 1948

Estimated date of completion , 19

Amount of contract $298.882.

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 330,111.58

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 21,699., 7.26 %

Date project was completed June 27, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work completed Monday.

Semi Final Estimate submitted Wednesday.

Signed L. H. Young

Address Roseburg.

NOTED
E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fiar		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUL 5 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 5 1949
FOR FILING
S-14(7)
2947

File

June 30, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 27, 1949 on Contract No. 2947, on the Roseburg-Dixonville Section, in connection with Federal Aid Project No. S-14 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc to J. W. Cottrell

RECEIVED
FEB 3 1949
FOR FILING

8 - 14 (7)

2942

February 2, 1949

Leonard & Slate Oreg.Ltd.
7805 S. W. 40th Ave.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 196 days, from December 31, 1948 to July 15, 1949, within which to complete your contract No. 2947, covering the Roseburg-Dixonville Section of the North Umpqua County Road in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD

2-2-49 g

RECEIVED
JAN 18 1949
FOR FILING

8-14 (7)

2947

January 18, 1949

Oregon State Highway Commission

Request for extension of time
No. 15
January 24 and 25 meeting

Gentlemen:

Herewith a request from Leonard & Slate for an extension of time on Contract No. 2947, Roseburg-Dixonville Section of the North Umpqua County Road, from December 31, 1948 to July 15, 1949.

Because of an extremely wet spring and unfavorable soils in this area, the contractor was unable to operate his equipment until late in the season and was unable to complete his surfacing and paving before inclement winter weather forced a seasonal closing down.

I would recommend that this extension be granted without penalty, and this recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN 10 1949
FOR FILING

S-14(7)

2947

January 10, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Will you kindly concur an extension of time on Contract No. 2947, Roseburg-Dixonville Section, of the North Umpqua County Road Oregon S-14 (7) from December 31, 1948 to July 15, 1949, to Leonard & Slate, Contractors.

Because of the extremely wet spring, the contractor was unable to operate his equipment due to adverse sticky black mud which could not be handled on this project.

For this reason, he was unable to complete the grading and topping operations, in time for paving, before unreasonable weather conditions interfered.

Therefore, I would recommend that the extension be granted without penalty.

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway
Engineer

cc: H. G. Smith

RECEIVED
NOV 20 1948
FOR FILING
FORM E-30 25M 7-47
S 14(7)

3447
890W

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

I hand you herewith copy of a letter from W. H. Gardner, Great American Indemnity Company, under date of November tenth regarding a claim which the California-Oregon Power Company has made against Leonard & Slate Oreg. Ltd., in connection with its grading operations on the North Umpqua County Road in Roseburg.

We do not propose to advise the insurance company as to its liability; however, I believe this is a matter which should be checked, and I would appreciate your advice as to the procedure which the Department followed in notifying the California-Oregon Power Company as to the State's construction program on this road.

I do not recall that we had a contract with the Power Company for the removal of water mains; however, it may be that such a contract was entered into between the City and the Company. Your advice in this matter so that I may answer the problem presented by the insurance company will be appreciated.

Yours very truly,

J. M. DEVERS

By G W Neuner
G. W. NEUNER
Assistant Counsel

GWN:avh
cc - H. G. Smith
Encl.

ASSI ENT No. 890
hcw

DESCRIPTION: Letter from G. W. Neuner re claim by California-Oregon Power Company against Leonard & Slate Oreg. Ltd. in connection with grading operations on North Umpqua County Road

DATE: 11-19-48 ASSIGNED TO: SMITH

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date__________________

☐ ____________________________________

REPORT RECEIVED:
11/29/48 e.

REMARKS: Information furnished Neuner, and he is handling the matter. eap.

C
O
P
Y

GREAT AMERICAN
INDEMNITY COMPANY

Portland 4, Oregon
November 10th, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Neuner

Dear Mr. Neuner:

Our assured, Leonard & Slate Oreg. Ltd., is engaged in some grading operations in the fulfillment of a contract with the Oregon State Highway Commission in Roseburg, Oregon.

In the process of the work, water mains belonging to California Oregon Power Company have been broken on three occasions. One of the breaks occasioned considerable damage to property of the Interstate Tractor Equipment Co.

In discussing these losses with Mr. Fred Slate, he has advised us that in his opinion there is no liability on the part of his firm for the reason that both the Oregon State Highway Commission and Leonard & Slate Oreg. Ltd. gave ample notice to the California Oregon Power Co. that grading operations were about to commence and requested them to take appropriate steps for the protection of their property. It is Leonard & Slate's contention that their engineers should have been supplied with detailed drawings showing the whereabouts of these water mains and that the California Oregon Power Company should have re-located the mains wherever necessary to avoid damage by the grading equipment.

I will appreciate your thoughts on the matter and would like to hear from you at your earliest convenience in order that we may avoid any unpleasantness. Please let me know whether or not you agree with Leonard & Slate's version.

Very truly yours,

(Sgd.) W. H. Gardner

WHG/B

W. H. Gardner

RECEIVED
JUN 17 1948
FOR FILING

S-14(7)

Salem, Oregon
June 15, 1948

Mr. J. M. Devers

Please note the attached price agreement which calls for expenditure of $1256.50 for work which is to be done under the terms of right of way agreement No. 13149 entered into between the California-Oregon Power Company and the City of Roseburg. It is my understanding that this work is to be paid for by the City.

I am now informed that the City of Roseburg objects to paying more than $300. I would appreciate your advising me of the actual terms of the agreement. In other words, is the City limited to an expenditure of $300, or are they obligated for the entire cost of the retaining wall which needs to be constructed to fulfill the terms of the right of way agreement?

Please return the price agreement with your reply.

W. C. Williams

WCW/de
Encl.

NOTED
W. C. WILLIAMS

Williams

This is a R. of W. item in City of Roseburg - Should be paid for by City. - City objects to paying more than $300.00 Do you want to start the work before agreement with City is reached?

SHH

RECEIVED
MAY 17 1948
FOR FILING

S-14(7)
#2947

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
~~XXXXXXXXXXXXXXXX~~
PORTLAND 8, OREGON

January 26, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-14(7)
Roseburg-Marks Ranch Sec.
North Umpqua Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: J. F. Cameron
J. F. Cameron
Senior Highway Engineer

Encl.

RECEIVED
JAN 28 1948
OREGON
STATE HIGHWAY COMMISSION

Jron

P.O. Box 3900
xxxxxxxxxxxxxxxx

January 26, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-14(7)
Roseburg-Marks Ranch Sec.
North Umpqua Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature by the Commission and return to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
J. F. Cameron
Senior Highway Engineer

Encl.

RECEIVED
JAN 27 1948
FOR FILING

S-14 (7)

January 19, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 14, 1948 on Contract No. 2947, Roseburg-Dixonville Section in connection with Federal Aid Project No. S-14 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:nd

RECEIVED
FOR FILING

Oregon State Highway Department

Federal Aid Secondary
Project No. S-14 (7)

ROSEBURG-MARKS RANCH SECTION OF THE NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 25, 1947

Inside City of Roseburg (Sta. 8+17 to 34+27.75)(Contract No. 2947)

All Required		Clearing and Grubbing (10%)		$ 130.00
1,400	sq. yds.	Removal of Pavements and Walks	$ 0.50	700.00
170	lin. ft.	Removal of Curbs	0.20	34.00
6	only	Removal of Catch Basins	20.00	120.00
800	cu. yds.	Structural Excavation, Unclassified	3.50	2,800.00
14,800	cu. yds.	General Excavation, Unclassified	0.65	9,620.00
.51	mile	Finishing Roadbed and Slopes	400.00	204.00
3,000	lin. ft.	8" Perf. Corr. Metal Drain Pipe, Coated	2.00	6,000.00
80	lin. ft.	4" Sewer Pipe	0.95	76.00
300	lin. ft.	8" Sewer Pipe	1.15	345.00
1,000	lin. ft.	10" Sewer Pipe	1.35	1,350.00
1,160	lin. ft.	12" Sewer Pipe	1.85	2,146.00
100	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	300.00
730	lin. ft.	Salvaging Culvert Pipe	2.00	1,460.00
440	cu. yds.	Rock or Gravel Backfill in Drains	4.00	1,760.00
13	only	Type "B" Manholes	150.00	1,950.00
12	only	Concrete Catch Basins	75.00	900.00
4	only	Adjustment of Manholes	50.00	200.00
298	cu. yds.	Concrete Curb and Gutter	45.00	13,410.00
430	sq. yds.	Concrete Driveways	4.00	1,720.00
1,100	sq. yds.	Concrete Walks	3.00	3,300.00
250	lin. ft.	Expansion Joints in Walks	0.12	30.00
1	only	Metal Junction Boxes	50.00	50.00
80	lin. ft.	1" Electrical Conduit	1.00	80.00
1,100	cu. yds.	Salvaging Surfacing Materials	0.75	825.00
10,000	cu. yds.	Selected Roadbed Topping	0.60	6,000.00
30,000	yd. mi.	Hauling Roadbed Topping	0.15	4,500.00
1,100	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	3,025.00
200	M-gals.	Sprinkling	2.00	400.00
0.51	mile	Preparation of Base	200.00	102.00
170	cu. yds.	3/4" - 0" Material in Binder Course	4.00	680.00

30	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	$ 35.00	$ 1,050.00
5,200	tons	Class "B" Asphaltic Concrete	6.00	31,200.00
		Subtotal		$ 96,467.00
		10% Engr. & Cont.		9,646.70
		Total		$106,113.70

Length 0.506 mile
Cost per mile $209,710.86

20' Roadway (Sta. 74+87.75 to 279+90)(Contract No. 2947)

All Required		Clearing and Grubbing (90%)		$ 1,170.00
500	cu. yds.	Structural Excavation, Unclassified	$ 3.50	1,750.00
700	cu. yds.	Trench Excavation, Unclassified	2.00	1,400.00
57,200	cu. yds.	General Excavation, Unclassified	0.65	37,180.00
142,000	yd. stas.	Short Overhaul	0.02	2,840.00
1,800	C-yd. stas.	Long Overhaul	0.50	900.00
3.88	miles	Finishing Roadbed and Slopes	400.00	1,552.00
7,000	lin. ft.	Rounding Cutbanks	0.20	1,400.00
30	lin. ft.	24" Corr. Metal Pipe	5.00	150.00
200	lin. ft.	8" Perf. Corr. Metal Drain Pipe, Coated	2.00	400.00
30	lin. ft.	8" Sewer Pipe	1.15	34.50
100	lin. ft.	10" Sewer Pipe	1.35	135.00
850	lin. ft.	12" Concrete Pipe	2.25	1,912.50
1,300	lin. ft.	18" Concrete Pipe	3.50	4,550.00
160	lin. ft.	24" Concrete Pipe	5.00	800.00
80	lin. ft.	36" Concrete Pipe	8.00	640.00
70	lin. ft.	Salvaging Culvert Pipe	2.00	140.00
30	cu. yds.	Rock or Gravel Backfill in Drains	4.00	120.00
2	cu. yds.	Concrete Curb and Gutter	45.00	90.00
126	cu. yds.	Class "A" Concrete in Box Culverts	55.00	6,930.00
20,000	lbs.	Metal Reinforcement	0.12	2,400.00
1,000	cu. yds.	Salvaging Surfacing Materials	0.75	750.00
44,000	cu. yds.	Selected Roadbed Topping	0.60	26,400.00
140,000	yd. mi.	Hauling Roadbed Topping	0.15	21,000.00
4,300	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	11,825.00
1,600	M-gals.	Sprinkling	2.00	3,200.00
3.88	miles	Preparation of Base	200.00	776.00
430	cu. yds.	3/4" - 0" Material in Binder Course	4.00	1,720.00
70	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	2,450.00
11,300	tons	Class "B" Asphaltic Concrete	6.00	67,800.00
				$202,415.00

Roadway (Sta. 239+90 to 654+00)(Contract No. 2824)

All Required		Clearing and Grubbing		$ 2,000.00
550	cu. yds.	Trench Excavation, Unclassified	$ 2.00	1,100.00
33,400	cu. yds.	General Excavation, Common	0.60	20,040.00
3,700	cu. yds.	General Excavation, Solid Rock	1.50	5,550.00
109,000	yd. stas.	Short Overhaul	0.02	2,180.00
3,800	C-yd. stas.	Long Overhaul	0.50	1,900.00
10,500	lin. ft.	Rounding Cutbanks	0.15	1,575.00
7.15	miles	Finishing Roadbed and Slopes	500.00	3,575.00
100	lin. ft.	18" Corrugated Metal Pipe	3.00	300.00
10	lin. ft.	24" Corrugated Metal Pipe	5.00	50.00
150	lin. ft.	18" Concrete Pipe	3.50	525.00
80	lin. ft.	24" Concrete Pipe	5.00	400.00
10	lin. ft.	36" Concrete Pipe	10.00	100.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
20,000	cu. yds.	2" - 0" Material in Base	2.75	55,000.00
9,500	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	26,125.00
700	M-gals.	Sprinkling	2.00	1,400.00
6.55	miles	Preparation of Base	100.00	655.00
440	cu. yds.	3/4" - 0" Material in Binder Course	3.40	1,496.00
120	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	4,200.00
22,000	tons	Class "B" Asphaltic Concrete	5.25	115,500.00
				$243,791.00

Subtotal	$446,206.00
10% Engr. & Cont.	44,620.60
Total	$490,826.60

Length of Roadway	11.718 miles
Cost per mile	$418,865.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Secondary Funds	State Funds
Inside City	$106,113.70	$ 60,439.00	$ 45,674.70
Outside City	490,826.60	279,561.00	211,265.60
	$596,940.30	$340,000.00	$256,940.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 51, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
NOV 18 1947
FOR FILING

S-14 (7)

November 18, 1947

Leonard & Slate Oreg.Ltd.
7805 S.W. 40th Avenue
Portland 1
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2947, which was awarded to you on October 24, 1947 by the State Highway Commission, covering Roseburg-Dixonville Section of the North Umpqua County Road, in Douglas County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

591

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA224 GOVT PD=PORTLAND ORG 24 456P

R H BALDOCK=

STATE HIGHWAY ENGINEER SM=

OCT 24 PM 5 02

REYOURTEL TODAY ALL RIGHTS OF ENTRY ACQUIRED OREGON S-14(7), ROSEBURG DIXONVILLE WE HEREBY CONCUR IN AWARD TO LEONARD AND SLATE LOW BIDDERS=

T M DAVIS.

9422

To adee

5-09P

B

dlean

S-14(7).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Sender's name and address
(For reference only)

Sender's telephone
number

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
PRESIDENT

$ CHECK

S ACCOUNTING INFORMATION

F TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 24 19 47

To T. M. DAVIS, DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 201 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY CONTRACT ROSEBURG-DIXONVILLE PROJECT TO LEONARD & SLATE OF PORTLAND. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

Sender's name and address
(For reference only)

Sender's telephone number

RECEIVED
[illegible] 1 1947
FOR FILING

S-14(7)

AGENDA
NOV 24 1947

October 24, 1947

Leonard & Slate, Oreg. Ltd.
7805 S. W. 40th Avenue
Portland 1, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving on the Roseburg-Dixonville Section of the North Umpqua County Road, in Douglas County. This award was based on your low bid of $298,882 submitted on October 21, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Enc.

cc - Mr. R. H. Baldock
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
Building

per insurance

S+C

to the account of ______________________ $ __________

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 24, 1947
4:25 p.m.

Leonard & Slate, Oreg. Ltd.
7805 S. W. 40th Avenue
Portland 1, Oregon

State Highway Commission awarded you today contract for Roseburg-Dixonville Section of North Umpqua County Road, Douglas County, based on your low bid submitted October 21, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 24, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of October 23, 1947 relative to concurrence in award of contract on Oregon Federal Aid Project No. S-14(7), Roseburg - Dixonville Section. Paragraph two should be changed to read as follows:

Since the low bid of $298,882 submitted by Leonard & Slate, Oregon Ltd. was above comparable 1946 prices, concurrence in award was withheld pending review and action by the Division Engineer, Public Roads Administration.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
OCT 27 1947
OREGON
STATE HIGHWAY COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 23, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to bids received at the meeting of the Commission of October 21, 1947, covering Oregon Project S-14(7), Roseburg - Dixonville.

298,882 Leonard + Slate

Since the low bid of $306,894.50 submitted by J. C. Compton, was above comparable 1946 prices, concurrence in award was withheld pending review and action by the Division Engineer, Public Roads Administration.

The Division Engineer, Public Roads has now authorized this office to concur in award to the low bidder if and when requested by the State.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
OCT 27 1947
OREGON
STATE HIGHWAY COMMISSION

5-23
County
(1947)

April 10, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Douglas Co.

Dear Sir:

Attached hereto are four copies of standard maintenance agreement for Federal Aid Project No. S-14 (7), in which Douglas County agrees to maintain, after the proposed project is completed, 4.60 miles of Federal Aid Secondary Highway No. 253, from the east line of North Jackson Street in the City of Roseburg to a point in the S½ of Section 23, T. 27 S., R. 5 W., W. M., being a junction point of the relocated Roseburg-Rock Creek Section of the North Umpqua Highway with the county road extending easterly to Dixonville, known as the North Umpqua County Road.

Also enclosed are four copies of encroachment resolution required in connection with the above project, signed by the proper officials of Douglas County.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

FORM E-30 25M 9-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1947

SUBJECT:

To: Mr. Oscar Cutler

SHOPS

Herewith I hand you five fully executed copies of a standard form of maintenance agreement for Project No.S-14 (7), relative to the maintenance by Douglas County of the North Umpqua County Road from the east line of N. Jackson Street in the City of Roseburg to a point in the S½ of Sec.23, T.27 S., R.5 W., W.M., after the proposed construction work has been completed.

A fully executed copy of the agreement has been mailed to the County Court of Douglas County, and the original copy has been retained by me for the records and files of the Highway Commission.

Very truly yours

Secretary

gl
encls. 5

S-23-a
County
94

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The County of Douglas (municipality or political subdivision), State of Oregon, hereinafter referred to as the County, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 4.60 miles of ~~one~~ Federal Aid Secondary Highway No. 253 (municipal, or secondary or feeder) ~~highway~~ from ~~[illegible]~~ the East Line of North Jackson Street in the City of Roseburg to a point in the S½ of Section 23, T. 27 S., R. 5 W., W. M., being ~~and~~ a junction point of the relocated Roseburg-Rock Creek Section of the North Umpqua Highway with the county road extending easterly to Dixonville known as North Umpqua County Road (local name of street or road), and to be designated as Oregon Project No. [illegible] (7), and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the County (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said County (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as

may be used as detours during the performance of the work on the aforementioned project.

4. That the said County (municipality or political subdivision) hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County (municipality or political subdivision) may determine.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County (municipality or political subdivision) on the 30th day of Jan, 1947, and the Highway Department on the 4th day of April, 1947.

Douglas County
(Municipality or political subdivision)

Attest: Roy Agee
County Clerk

By D. N. Busenbark
County Judge

By H. B. Rodman
County Commissioner

By L. V. Beckley
County Commissioner

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ______________________
As Chairman

Attest:
Secretary

By
As Commissioner

By
As Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Public Roads Administration.

S-23-B
County
(1947)

S-24 (T)

RESOLUTION

WHEREAS, a County Road in Douglas County, State of Oregon, known as the North Umpqua County Road, is routed through the County of Douglas, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Douglas County, the section adopted for improvement being more particularly described as follows; to wit:

From the East Line of North Jackson Street in the ~~[illegible]~~ in the City of Roseburg to a point in the S½ of Section 23, T. 27 S., R. 5 W., W. M., being a junction point of the relocated Roseburg-Buck Creek Section of the North Umpqua Highway with the county road extending easterly to Dixonville

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Douglas will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Douglas County, Oregon, that no encroachments will be permitted on the county road, known as the North Umpqua County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Douglas County, Oregon, this 30th day of Jan, 1947.

Seal

Attest:

Roy Agee
County Clerk

By
County Judge

By
County Commissioner

By L. V. Beckley
County Commissioner

- - - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Douglas County, Oregon, on the 30th day of January, 1947, at the regular or special meeting of said County Court.

Dated this 5th day of February, 1947.

Roy Agee
County Clerk

Salem, Oregon
March 28, 1947

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed are seven copies of a standard form of maintenance agreement for Project No. S-14 (7), in which Douglas County agrees to maintain the North Umpqua County Road from the east line of North Jackson Street in the City of Roseburg to a point in the S½ of Section 23, T. 27 S., R. 5 W., W. M., being a junction point of the relocated Roseburg-Rock Creek Section of the North Umpqua Highway with the county road extending easterly to Dixonville, after the proposed construction work has been completed.

This agreement is now ready for the signatures of the State Highway Commission.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

me

Encl.

ROY AGEE, COUNTY CLERK
O. T. CARTER, SHERIFF
OLIVER L. JOHNSON, TREASURER
NED DIXON, ASSESSOR
LULA C. GORRELL, SCHOOL SUPT.
H. C. STEARNS, CORONER
F. C. FREAR, ROAD MASTER
BEN B. IRVING, SURVEYOR
AGNES M. PITCHFORD, PROB. OFFICER

D. N. BUSENBARK, COUNTY JUDGE
H. B. ROADMAN, COMMISSIONER
J. R. HUTCHINSON, COMMISSIONER
H. A. CANADAY, DISTRICT ATTORNEY

COUNTY COURT
FIRST WEDNESDAY OF
EACH MONTH

DOUGLAS COUNTY
ROSEBURG, OREGON

February 10, 1947

R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Oscar Cutler, Engineer, Co. and City Relations

Gentlemen:

In reply to your letter of February 7th. East 2nd Avenue South from Jackson Street to the east city limits of Roseburg is a city street under the jurisdiction of the city of Roseburg. It has never been a County Road and has never been under the jurisdiction of any County Court.

What little maintenance that is being done on this section is being done by the City of Roseburg.

Very truly yours,

F. C. Frear

F. C. Frear
County Roadmaster

FCF/G

RECEIVED
FEB 11 1947
OREGON
STATE HIGHWAY COMMISSION

February 7, 1947

Mr. Floyd Frear
County Engineer of Douglas County
Roseburg, Oregon

Dear Sir:

In connection with the proposed improvement of the Roseburg-Dixonville Section of the North Umpqua Highway, I am wondering whether or not East 2nd Avenue South from Jackson Street to the east city limits of Roseburg is a city street under the jurisdiction of the City of Roseburg, or whether it is recognized as a county road and the maintenance and jurisdiction is under the county court.

I would appreciate very much your advising me as to its status.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

OC:me

ROY AGEE, COUNTY CLERK
O. T. CARTER, SHERIFF
OLIVER L. JOHNSON, TREASURER
NED DIXON, ASSESSOR
LULA C. GORRELL, SCHOOL SUPT.
H. C. STEARNS, CORONER
F. C. FREAR, ROAD MASTER
BEN B. IRVING, SURVEYOR
AGNES M. PITCHFORD, PROB. OFFICER

D. N. BUSENBARK, COUNTY JUDGE
H. B. ROADMAN, COMMISSIONER
J. R. HUTCHINSON, COMMISSIONER
H. A. CANADAY, DISTRICT ATTORNEY

COUNTY COURT
FIRST WEDNESDAY OF
EACH MONTH

DOUGLAS COUNTY
ROSEBURG, OREGON

February 5, 1947

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Oscar Cutler

Re: FAS 253

Gentlemen:

The two resolutions regarding improvement of the Roseburg-Rock Creek section of the North Umpqua Road, and the Agreement re 4.6 miles east from North Jackson Street in Roseburg, have been signed by the Court.

A copy of each resolution was filed with the County Clerk, and he has certified copies thereof.

We enclose the copies herewith, also all copies of the Agreement, which is to be signed by the Highway Commission and the Maps attached.

Very truly yours,

Douglas County Court

D N Busenbark

By: D. N. Busenbark, County Judge

DNB/G
Enclosures

110-G

Salem, Oregon
October 4, 1944

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Herewith estimate of maintenance cost for the next 12 months for the North Umpqua Road, between Roseburg and Rock Creek in Douglas County. This estimate covers the patching of the present oil surface and the blading and placing of additional rock on the section which is not oil surfaced, and also contemplates re-oiling early next summer with an 0-9, which I believe would be the bare minimum in order to keep a passable oil surface.

This estimate does not contemplate any betterment of the present road, but is merely to keep the road in a passable condition. I have checked with Mr. Collier, and he is of the same opinion.

The road will carry a large volume of log trucks during the coming winter and spring. If the log hauling operations continue each year, these maintenance costs would in my opinion increase, unless the road is reconstructed entirely.

Very truly yours,

Oscar Cutler
Assistant Staff Engineer

OC:me

Encl.

NORTH UMPQUA ROAD

ROSEBURG-ROCK CREEK SECTION

DOUGLAS COUNTY

Length	23.7 miles
Light oil surface, 5 miles	Section 1
0-11 oil surface, 6 miles	Section 2
Crushed rock or gravel surface, 12.7 miles	Section 3

To Maintain in Passable Condition Only

Section 1	5 miles patching oil surface next eight months at $600 per mile	$ 3,000
	0-9 re-oil in June, 1945, 5 miles at $2,300 per mile	11,500
	Patching, 5 miles, 4 months at $400 per mile	2,000
		$16,500
Section 2	6 miles patching oil surface next eight months at $600 per mile	$ 3,600
	0-9 re-oil in June, 1945, 6 miles at $2,300 per mile	13,800
	Patching, 6 miles, 4 months at $400 per mile	2,400
		$19,800
Section 3	12.7 miles blading, ditches, etc. at $400 per mile	$ 5,080
	Placing additional surface rock, 12.7 miles, 300 cu. yds. per mile, 3,800 cu. yds. at $2.50 per cu. yd.	9,500
		$14,580
	Total maintenance cost for year, November 1, 1944 to October 31, 1945	$50,880
	Supervision and overhead costs, 6%	3,055
	Total Estimated Cost	$53,935

October 3, 1944

S-49(1) East Cottonwood Canyon Sec., 1947
Wasco-Heppner Secon.
#2948

RECEIVED
MAY 23
FOR FILING
8-49(1)
2948

COPY

April 21, 1949

Oregon State Highway Commission

Gentlemen:

In October of 1947, Contract No. 2948, covering the grading and topping of the East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Gilliam County, was Awarded to Gerald Miller. The project authorization was $93,885. On February 3, 1948, Contract No. 2975, for grading the West Cottonwood Canyon Section, was awarded to the same contractor. The project authorization was $55,013.20.

No surfacing was provided for the West Cottonwood Canyon Section, owing principally to lack of funds, and further to the belief that the excavated materials were such that a satisfactory surface for temporary use could be obtained. This, in general, was true, but there were a few short sections where light alkali soil formed such deep dust pockets that additional surfacing materials were necessary. Mr. Banfield and Mr. Chandler will recall that, on the Commission's trip last summer when this section was traversed during construction, the dust situation was terrible.

Some excavation material was encountered on the East Cottonwood Canyon Section suitable for surfacing purposes, and it was, therefore, found possible to effect an underrun of gravel surfacing on this section. As both sections were under contract with the same contractor, and agreement was made to transfer some surfacing materials from the East Cottonwood Canyon Section to the West Cottonwood Canyon Section.

This transfer resulted in an overrun of the West Cottonwood Canyon Section of $5,924.22. The East Cottonwood Canyon Section underran $8,766.84, or a net result of $2,852.62 underrun on the combined contracts.

While it is merely a bookkeeping matter, the fact that the West Cottonwood Canyon Contract overran by 10.77% makes it necessary to have your approval for this overrun to clear the records.

This matter will be on the next agenda for your consideration, and I recommend your approval of the 10.77% overrun on Contract No. 2975. the West Cottonwood Canyon Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCE:gd
cc: W. C. Williams
M. H. Hawke

RECEIVED
JUN 2 [illegible]
FOR FILING

ALASKA
MONTANA FAP 49 (Rev)
~~OREGON~~
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

✓

March 9, 1949

REFERRED TO
Robert
By Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon Project FAP 49 (Revised), Portland-Oregon City Section of the Oswego Highway in Clackamas and Multnomah Counties, is approved today. Our approval is subject to the condition that the railroad grade crossings within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63 when improvements are undertaken at the locations of the crossings.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

Jm

RECEIVED
FEB 25 1949
FOR FILING

S-49(1)

February 16, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of February 15, advising that the amount claimed in the final voucher for the East Cottonwood Section, Project No. S-49 (1), exceeds the project agreement amount by $380.00.

Will you please recheck your records concerning this item as our files indicate the project agreement amount to be $54,100.00 and the amount claimed $51,480.00, or an underrun of $2,620.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

February 15, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It is noted that the final voucher for Oregon Project No. S-49(1), East Cottonwood Canyon Section of the Wasco - Heppner Highway, is submitted for $380.00 more than the project agreement amount.

Will you please advise whether or not you intend to request modification of the agreement for this small amount? If not, the voucher can be recommended for payment in the amount available under the present agreement without delay.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible] COMMISSION

RECEIVED
FOR FILING

5-4900

2948

December 6, 1948

925W.

Mrs. Gerald Miller
Wasco, Oregon

Dear Mrs. Miller:

Your letter of November 30, having reference to work performed on the Wasco-Heppner Secondary Highway, under State Highway contract, has been referred to the writer.

We are sorry that you found the finishing of the road more expensive than you had anticipated, but the removal of oversized gravel is specifically covered on page 5 of the standard specifications of the Oregon State Highway Commission. Therefore, there is nothing that the Commission can do toward reimbursing you for an item that, while it may have cost more than you anticipated, was fully covered in the specifications.

It is suggested that these matters be very fully investigated before a bid is placed, so that the bidder can protect himself in his bid price against such instances.

We appreciate the manner in which Mr. Miller went ahead with this particular job, and wish your success on future projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3rd, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Record of Assignment #~~935~~ 925, W.C.W.

The contractor on the East Unit of the Cottonwood Canyon Section was required to remove the oversized gravel, blading it over the shoulder where this was possible or pick it up and remove it where this was not possible. This is fully covered on page 5 of the specifications. A minimum amount was picked up and considerable was left along the shoulders in a manner that would not have been ordinarily acceptable in a more heavily travelled section. The contractor did not have a blade man skilled or familiar with such work, and the contractoress did not seem to appreciate that some blading and processing of topping was required.

After Mr. Miller left the job, I made a special trip to explain to Mrs. Miller that she was merely being required to follow the specifications and procedure required on every topping job. However, she had also gone to their job in Idaho so that I did not get to see her.

The topping was rather coarse but not more so than on many jobs. Any unusual time spent on it was due to their inexperience with such work.

I feel that every consideration has been given the contractor and that only the amount of blading necessary for a fair job was required.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

ASSI ENT No. 225
[illegible]

DESCRIPTION: Letter of 11-30-48 from Mrs. Gerald Miller

DATE: 12-1-48 ASSIGNED TO: H. G. SMITH

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☒ Is there any merit to Miller's claim?

REPORT RECEIVED: 12-6-48

REMARKS:

---

reading this letter I remain yours truly
Mrs. Gerald Miller

Wasco. Oregon.
Nov. 30 - 1948

NOTED
W. C. WILLIAMS

Oregon State Highway commission

I am signing the final payment papers and excepting ~~the~~ this amount as full payment but only because there is nothing else I can do but I would allways fell that I did a good deal more work for the project than I was paid for and due to the indesesion of your Engeener I was caused a lot of extra work on the finishing the road bed topping it. was only because the farmers put up a kick about the meteral which the State had put on the road, that I was forced by the Res, Engeener to spend $ 3200.00 in work. which to me was extra work and should have been paid for by the State as it was. thur problum and not my trouble of the topping. they forced me to haul on had to be removed again, In my mind the road was all finished on the 21 of augest. accarding to the contract I signed with the road commissions, But I have found that one just as well take your Equipment and say to the Engeener, well now you just say what you want and I will do it, as the contract has no meaning at all and the Commissioners has nothing to say after the contract is signed, thanking you kindly for reading this letter I remain yours truly

Mrs. Gerald Miller

RECEIVED
DEC 2 1948
FOR FILING

S-49 (1)

2948

November 30, 1948

Mr. Gerald Miller
Bonners Ferry
Idaho

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 31 days, from August 15 to September 16, 1948, within which to complete your contract No. 2948 for the East Cottonwood Canyon Section of the Wasco-Heppner Highway in Gilliam County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
NOV 30 1948
FOR FILING

S-49-(1)

2948

November 29, 1948

Mr. W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway contract No. 2948, for grading and topping on the East Cottonwood Canyon Section of the Wasco-Heppner Highway in Gilliam County, has been completed by the contractor, Gerald Miller, and that final payment in the amount of $2,578.13 will be made on or after December 9, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $85,808.36, and that no force account work was performed therein. The above contract was completed September 16 and accepted by the Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

B. Roberts, Agent
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
11-29-48

RECEIVED
OCT 22 1948
FOR FILING
2-49(1)

2948

October 21, 1948

Oregon State Highway Commission

Request for extension of time
No. 15
November 3 and 4 meeting

Gentlemen:

Herewith request from Gerald Miller for an extension of time on Contract No. 2948, East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, from August 15, 1948, to September 16, 1948.

Because of extremely high water in the John Day River in the spring and early summer, the contractor was unable to work his topping pit to advantage and he was also handicapped because of his inability to keep men on this isolated project.

I recommend this extension be granted without penalty. This recommendation is concurred in by Mr. T. M. Davis.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]

cc: W. C. Williams
H. G. Smith

RECEIVED
FOR FILING

S-49 (1)

#2948

October 15, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2948, East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, S-49 (1), from August 15, 1948, to September 16, 1948, to Gerald Miller, contractor.

Because of extreme high water in the John Day River in the spring and early summer, the contractor was unable to work his topping pit to advantage, and also was handicapped because of his inability to keep men at this isolated project.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
OCT 6 1948
FOR FILING

8-49-(1)

2948

October 1, 1948

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Gerald Miller, on contract No. 2948, covering grading and topping on East Cottonwood Canyon Section of the Wasco-Heppner Highway, in Gilliam County. This payment, in the amount of $3,827.12, will be made [illegible] or after October 11, 1948. The retained percentage is $2,574.13.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

S. Roberts, Agent
1112 Bedell Bldg.
Portland 4, Oregon

TED ON CARD

10-1-48 gl

VED
21 1948
FILING

S-49 (1)

2948

September 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 16, 1948 on Contract No. 2948, East Cottonwood Canyon Section, in connection with Federal Aid Project No. S-49 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

E. G. Smith
Acting State Highway Engineer

DBP/gs

cc to C. H. Armstrong

Form E-1—5M—8-47

FINAL

8-49 (1)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 16, 1948

Section East Cottonwood Canyon

Kind of work Grading and Topping

Highway WascO-Heppner

Section prefix 111-1007

Contractor Gerald Miller

Contract number 2948

Date of Contract Oct. 27, 1947

Date of completion June 30, 1948

Date work started Nov. 21, 1947

Estimated date of completion Sept. 16, 1948

Amount of contract $ 85,350

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 85,350

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 5681, 6.62 %

Date project was completed Sept. 16, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One blade and 4 men worked on gravel topping sub base all week. X

Job completed today, Sept. 16

Roadbed is still rough but considerably smoother than is was.

RECEIVED
SEP 20 1948
OFFICE OF
CONSTRUCTION ENGINEER

[illegible]

Signed Kevin Laughlin

Address Condon, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.22	5.22			
Miles partially completed	5.22	5.22			
Miles completed	5.22	0			
Total estimated quantities	120,000	15,200			
Estimated quantities moved or placed to date	120,000	15,200			
Average daily quantities					
Average daily quantities necessary to complete project on time		time is up			
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

............County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels............, Power graders 1, Rollers............, Mixers............, Crushing or screening plants............

Compressors............, Bulldozers............, Sheep-foot rollers............, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair	none	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday			
Saturday			

RECEIVED
SEP 28 1948
FOR FILING

S-49(1)

#2948

Cross Referenced To:
State Job
128-1011
#2975

September 9, 1948

United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

NOTED
H. B. GLAISYER

Gentlemen:

This note is to inform you, as surety on the bond furnished by Gerald Miller in connection with his contracts, Nos. 2948 and 2975, with the State Highway Commission for the construction of the East Cottonwood and the West Cottonwood Canyon Sections of the Wasco-Heppner Secondary Highway, in Gilliam County, Oregon, that the Walther-Williams Company claim against these contracts has been satisfied in full. The State Highway Commission is in receipt of a letter from the Walther-Williams Company to that effect.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee 9-10

cc - United States Fidelity & Guaranty Co.
B. Roberts, Agent
1112 Cascade Building
Portland 4, Oregon

Mr. Gerald Miller
510 E. 6th Street
Prineville, Oregon

Mr. Floyd Query

NOTED ON CARD
9-9-48

Salem, Oregon
September 9, 1948

Mr. Malcolm H. Hawks

Attached is a copy of a letter which we have received from the Walther-Williams Company, advising that this company's claim against Gerald Miller in connection with his two contracts with the State Highway Commission, Nos. 2948 and 2975, for work on the East and the West Cottonwood Canyon Sections of the Wasco-Heppner Highway, has been satisfied in full.

In view of this information, and inasmuch as we know of no other outstanding claims against these two jobs, we see no reason why we should withhold any further payments to Mr. Miller in connection with these jobs. You may consider this letter as your authority to release all further payments to Mr. Miller.

Secretary

eo
Attch.

NOTED ON CARD
9-9-48

September 9, 1948

E. G. Harlan, Manager
Walther-Williams Company
The Dalles, Oregon

Dear Mr. Harlan:

Thanks a lot for your letter of September 1, 1948, advising that Mr. Gerald Miller has paid in full his account with you for furnishing merchandise in connection with his two State Highway contracts on the Wasco-Heppner Highway - State Highway Contracts Nos. 2948 and 2975 for construction of the East Cottonwood Canyon and West Cottonwood Canyon Sections of this highway.

I am glad to know that this matter has been satisfactorily disposed of. Our records are being corrected accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 9-10

cc - Mr. H. N. Bailey
Goodyear Tire & Rubber Co.
1400 N. W. Raleigh Street
Portland 9, Oregon

NOTED ON CARD
9-12-48

DODGE PASSENGER CARS

DODGE *Job-Rated* TRUCKS

Established 1906

WALTHER-WILLIAMS COMPANY

THIRD AND FEDERAL STREETS
THE DALLES, OREGON
"32 Years With Dodge"

PLYMOUTH PASSENGER CARS

September 1, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

As the Goodyear dealer in this area, we have had some dealings with Gerald Miller who has two contracts with the Commission on the Wasco-Heppner job. You have been in touch with the Portland office of the Goodyear Company about his failure to pay for merchandise we supplied him.

We wish to advise that Mr. Miller recently came in and paid us in full for this merchandise and we have signed a release which I believe has now been filed with your office.

I am sure we appreciate the interest of your office in seeing that this account was paid.

Sincerely,

Ned Harlan

L. S. Harlan, Manager
WALTHER-WILLIAMS COMPANY

CC to W.M. Bailey, Goodyear Rubber Co.

P.S.: I don't know that I advised you that I am again back in Oregon from my sojourn in Boise. Due to illness of my brother-in-law here I returned to take over the management of our business in which I have long been interested. I have seen Mr. Devers several times; also Mr. Baldock. If I can ever be helpful in any road matters, let me know. My kind regards to you.

RECEIVED
SEP 3 1948
OREGON
STATE HIGHWAY COMMISSION

[illegible]

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
[illegible]

RECEIVED
AUG 26 1948
FOR FILING

9-49-91

Salem, Oregon
August 24, 1948

Mr. Malcolm H. Hawke

On August 18, 1948, we advised you that a claim had been filed by the Walther-Williams Company against Gerald Miller in connection with his contracts Nos. 2948 and 2975 with the State Highway Commission and requested that you withhold further payments to Mr. Miller in connection with both jobs until the claim had been disposed of.

Attached is a copy of the release of claim entered by the Walther-Williams Company against these jobs. In view of this release, you may consider this letter as your authority to make payments to Mr. Miller in connection with these jobs.

Secretary

eo
Attch.

RECEIVED
AUG 20 1948
FOR FILING

8-49-(1)

C O P Y

Salem, Oregon
August 18, 1948

Mr. Malcolm H. Hawke

A claim has been filed in the Legal Department by Walther-Williams Company against Contracts Nos. 2948 and 2975 awarded to Gerald Miller for the construction of the East Canyon Section and the West Cottonwood Section, respectively of the Wasco-Heppner Secondary Highway.

Mr. Devers has requested that further payments to Mr. Miller in connection with both these jobs be held up until the claims have been disposed of. Will you, therefore, please make note in your records to withhold further payments to Gerald Miller in conection with both jobs until further advised by this office.

Secretary

HBG:seo

cc-Mr. Floyd Query

Make proper notation of the above on the card for each project, please.

H. B. G.

Noted on Card

9-18-48 G.L:

C O P Y

Salem, Oregon
August 17, 1948

To: Mr. H. B. Glaisyer,

OFFICE

Dear Mr. Glaisyer:

Attached is copy of my letter written today to Mr. Gerald Miller and his surety relative to a claim in favor of the Walther-Williams Company and which is related to Mr. Miller's contracts Nos. 2948 and 2975.

I suggest that further payments to Mr. Miller be withheld until this matter can be disposed of.

Yours very truly,

J. M. Devers

JMD:PW
Enc.

Note to Hawke
Date 8-18

Noted on Card
8-17-48 GL.

C O P Y

August 17, 1948

Mr. Gerald Miller,
510 East Sixth Street
Prineville, Oregon

Dear Sir:

There has been filed with the State Highway Commission notice of claim against you in favor of walther-Williams Company for materials furnished you in connection with your contracts with the State, which contracts are identified as Contract No. 2948 and Contract No. 2975. The amount of the claim is $1,285.42.

Will you please let me know by return mail what disposition will be made of this claim so that I may report to the Highway Commission.

Yours very truly,

J. M. Devers

JMD:PW.

cc Walther-Williams Company
The Dalles, Oregon

U. S. F. & G. Co.
Baltimore 3, Maryland.

B. Roberts
1112 Bedell Bldg.,
Portland, Oregon

H. B. Glaisyer.

Noted on Card
8-17-48 G.L.

RECEIVED
AUG 26 1948
FOR FILING

8-49 (1)

2948

August 23, 1948

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Contract #2948

Gentlemen:

This will acknowledge receipt of a copy of the satisfaction of claim against Gerald Miller entered by the Walther-Williams Company. Thank you for sending us this information.

We are making the proper notations in our records of this job regarding this claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HSD:ee

cc - U.S. Fidelity & Guaranty Co.
E. Roberts, Agent
1112 Cascade Building
Portland 4, Oregon

Walther-Williams Company
The Dalles, Oregon

Mr. Gerald Miller
510 E. 6th Street
Prineville, Oregon

Mr. J. M. Devers
Mr. Floyd Query

NOTED ON CARD

8-23-48 ee

RELEASE

We the undersigned, WALTHER-WILLIAMS COMPANY, hereby acknowledge receipt of the sum of Twelve Hundred and Eighty-five — 42/100 (1285^{42}) Dollars paid to us by GERALD MILLER, PRINCIPAL, in full and final satisfaction of all claims against GERALD MILLER and/or UNITED STATES FIDELITY AND GUARANTY COMPANY for labor and/or material furnished in connection with Oregon State Highway Commission Contract No. 2948 and Contract No. 2975 and do hereby release and forever discharge the said GERALD MILLER and UNITED STATES FIDELITY AND GUARANTY COMPANY from any and all debts, claims, demands and liabilities arising out of and in connection with said contracts.

Dated this 20 day of August, 1948.

WALTHER-WILLIAMS COMPANY

By E G Harlan Mgr.

Personally appeared before me this 20th day of August, 1948, E. G. Harlan who deposes and says that the above statement is true and correct to the best of their knowledge and belief.

John L Miller
NOTARY PUBLIC for Oregon
My comm expires 5/23/52

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JUL 19 1948
FOR FILING
S-49 (1)

2948

July 14, 1948

Gerald Miller
510 E. 6th Street
Prineville, Oregon

Dear Mr. Miller:

The State Highway Commission, at its meeting on June 29, 1948, had under discussion your request for an extension of time of 46 days, from June 30 to August 15, 1948, within which to complete your contract No. 2948 covering the East Cottonwood Canyon Section of the Wasco-Heppner Highway in Gilliam County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
7-14-48 gl

RECEIVED
JUN 23 1948
FOR FILING

2-49 (1)

2948

June 22, 1948

Request for Extension of Time
No. 8
June 28 and 29 meeting.

Oregon State Highway Commission

Gentlemen:

Herewith a request from Gerald Miller for an extension of time from June 30, 1948 to August 15, 1948, on contract No. 2948, East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway.

Topping which is to be placed under this contract is to be secured from an island in the John Day River and due to extremely high water in the river it has been impossible for the contractor to operate in this gravel supply.

I recommend that this extension be granted without penalty and this recommendation is concurred in by Mr. T. H. Davis of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
WCW/ds
cc - W. C. Williams
H. G. Smith

RECEIVED
JUN 18 1948
FOR FILING

S-49(1)

June 17, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2948, East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, S-49 (1), to Gerald Miller, contractor, from June 30, 1948, to August 15, 1948.

This request for an extension of time is due to the fact that the topping which was to be placed under this contract was to have been secured from an island in the John Day River, and, because of extremely high water in the river, it has been impossible for the contractor to operate in this gravel supply.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 28 1948
FOR FILING

5-47(1)

January 27, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Attention: Mr. Stoddart

Dear Sir:

Mr. Ricketts has handed me a copy of a report by Mr. Deklotz on the capacity of the proposed culvert on the Cottonwood Canyon Section of the Wasco-Heppner Highway.

On February 11, 1946, the locating engineer reported that at Station 1045 there was an existing rubble masonry culvert with an area of 17.5 square feet, which has served its purpose adequately for the past nine years. He also stated that the State Highway maintenance foreman at Condon informed him that this culvert has taken care of all the water in the canyon, one cloudburst included.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc - H. G. Smith

Write Hugh Stoddard
PRA

if additional culvt not required – These figures he says show twice the area required is provided in contract.

December 29, 1947.

MEMORANDUM TO: District Engineer.

FROM: L. A. Deklots, Associate Highway Engineer

SUBJECT: Review of culvert design Station 1045+58 on the East Cottonwood Canyon Section of the Wasco – Heppner Highway, Oregon Project No. S-49(1).

__Basic Data:__

Plans provide for installation of two 48" CMP 36' long, with total area of 25.2 sq. ft.

From U.S.G.S. topog. sheet drainage area is about 3-1/4 sq. mi. or more = 2080 Acres.
One hour rainfall to be expected once in 25 years is .75 inches ("Rainfall Intensity – Frequency Data" by D. L. Yarnell, U.S.D.A. No. 204).

Length of stream: 4.4 miles (from U.S.G.S. map).
Difference in elevation from structure to critical point in drainage area = 1200 feet (from U.S.G.S. map)

Character of Area:
Mountainous (30+% slope)- 2 sq. mi. = 60%
Hilly (10-20% slope) - 1-1/4" " = 40%

Run-off factors:
2 sq. mi. - 95%
1-1/4 sq. mi. - 50%
Combined Run-off factor = 77%

__By Talbot Formula:__

C (Mountainous) = 0.188
C (Hilly) = 0.094
C = 60% (0.188)+ 40% (0.094) = 0.15
From Chart:

Required Structure cross section area = 46 sq. ft. or about 4 - 48" pipes.

Using Chart "A" from "California Culvert Practice" by Tilton and Rowe:

Difference in elevation = 1200 feet
Length of channel = 4.4 miles
Combined run-off factor = 77%
One hour rainfall, 100 year Frequency (Yarnell) = 1.0 Inches/hour
From Chart:
    Time of concentration = 55 Minutes
    Intensity of precipitation = 1.0"/hour

Q = Cia = .77 x 1 x 2080 = 1600 cu. ft./sec. (100 year flood).

20 year frequency is approximately 77% of 100 year, .77 x 1600 = 1200 sec. ft. (20 year flood).

From Chart B: (Iowa formula)

With 1 foot head on culverts, 4 - 96" CMP would be required.
With 3 feet head, 4-72" CMP would be required.

10 year flood = 66% of 100 year flood = 800 sec. ft.
    With 3 feet head, 4 - 60" CMP would be required.

Annual flood will be at least 42% of 100 year flood = 500 sec. ft.
    With 3 feet head, 4-48" CMP would be required and would flow full at least once a year.

RECEIVED
MAR 8 1948
FOR FILING

MONTANA
OREGON
WASHINGTON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
~~xxxxxxxxxx~~
Division 8

P.O. Box 3900
~~xxxxxxxxxx~~
PORTLAND 8, OREG.

S-49(1)

January 13, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-49(1)
East Cottonwood Canyon Section
Wasco-Happner Highway.

Dear Sir:

We are enclosing for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JAN 14 1948
OREGON
STATE HIGHWAY COMMISSION

Inv

PR 3 (Revised 1946)

WASpr 7372

State Oregon

Project No. S-49(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of December, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 30th day of September, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-four thousand one hundred and 00/100 dollars ($54,100.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1000+00 in the SW 1/4, Sec. 17, T-1-S, R-19-E, W.M., and survey station 1272+50 in the NE 1/4, Sec. 9, T-2-S, R-19-E, W.M., without exception

, length 5.160 miles, in Gilliam County, being Oregon Federal Aid/Secondary project No. S-49(1), consisting of 5.160 miles of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fifty-four thousand one hundred and 00/100 dollars ($54,100.00), which does not exceed the authorized Federal pro rata share of ninety-three thousand two hundred seven and 40/100 dollars ($93,207.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

16—11379-2

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Byron R Smith
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

attest:
Floyd Query
acting Secty

RECOMMENDED FOR APPROVAL:
acting STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JAN 1

RECEIVED
FOR FILING

S-49(1)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-49 (1)

EAST COTTONWOOD CANYON SECTION OF THE WASCO-HEPPNER HIGHWAY IN GILLIAM COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 25, 1947

Roadway (Sta. 1000+00 to 1272+50)

All Required		Clearing and Grubbing		$ 3,000.00
396	cu. yds.	Structural Excavation	$ 5.00	1,980.00
50,200	cu. yds.	General Excavation, Location "A", Unclassified	0.20	10,040.00
47,600	cu. yds.	General Excavation, Location "B", Unclassified	0.28	13,328.00
21,300	cu. yds.	General Excavation, Location "C", Unclassified	0.75	15,975.00
116,000	yd. stas.	Short Overhaul	0.01	1,160.00
2,500	C-yd. stas.	Long Overhaul	0.18	450.00
5.16	miles	Finishing Roadbed and Slopes	600.00	3,096.00
14,000	lin. ft.	Rounding Cutbanks	0.10	1,400.00
350	lin. ft.	18" Corr. Metal Pipe	2.60	910.00
330	lin. ft.	48" Corr. Metal Pipe	14.20	4,686.00
660	lin. ft.	60" Corr. Metal Pipe	22.15	14,619.00
17,000	cu. yds.	Selected Roadbed Topping	0.50	8,500.00
55,900	yd. mi.	Hauling Roadbed Topping	0.10	5,590.00
			Subtotal	$84,734.00
			10% Engr. & Cont.	8,473.40
			Total	$93,207.40

Length of Roadway 5.160 miles
Cost per mile $18,063.45

Federal Aid Secondary Funds- -	$54,100.00
State Funds- -	39,107.40
	$93,207.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
1 1 1947
FOR FILING

Oregon State Highway Department

Federal Aid Secondary
Project No. S-49 (1)

EAST COTTONWOOD CANYON SECTION OF THE WASCO-HEPPNER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 15, 1947

Roadway (Sta. 1000+00 to 1272+50)

All Required		Clearing and Grubbing		$ 3,000.00
396	cu. yds.	Structural Excavation	$ 4.00	1,584.00
50,200	cu. yds.	General Excavation, Location "A", Unclassified	0.35	17,570.00
47,600	cu. yds.	General Excavation, Location "B", Unclassified	0.75	35,700.00
21,300	cu. yds.	General Excavation, Location "C", Unclassified	1.25	26,625.00
116,000	yd. stas.	Short Overhaul	0.03	3,480.00
2,500	C-yd. stas.	Long Overhaul	0.50	1,250.00
5.16	miles	Finishing Roadbed and Slopes	600.00	3,096.00
14,000	lin. ft.	Rounding Cutbanks	0.15	2,100.00
350	lin. ft.	18" Corr. Metal Pipe	3.00	1,050.00
330	lin. ft.	48" Corr. Metal Pipe	12.00	3,960.00
660	lin. ft.	60" Corr. Metal Pipe	18.00	11,880.00
17,000	cu. yds.	Selected Roadbed Topping	0.75	12,750.00
55,900	yd. mi.	Hauling Roadbed Topping	0.15	8,385.00
		Subtotal		$132,430.00
		10% Engr. & Cont.		13,243.00
		Total		$145,673.00

Length of Roadway 5.160 miles
Cost per mile $26,630.23

Federal Aid Secondary Funds- -	$ 79,000.00
State Funds- -	66,673.00
	$145,673.00

RECEIVED
DEC 4 1947
FOR FILING

S-49 (1)

November 26, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on November 21, 1947, on Contract No. 2948, East Cottonwood Canyon Section, in connection with Federal Aid Project No. S-49 (1).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:BM

RECEIVED
NOV 10 1947
FOR FILING
S-49(1)

November 7, 1947

Mr. Gerald Miller
510 E. 6th St.
Prineville
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2948, which was awarded to you on October 27, 1947 by the State Highway Commission, covering East Cottonwood Canyon Section of the Wasco-Heppner Highway, in Gilliam County.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 16 1947
FOR FILING

S-49(1)

AGENDA
NOV 24 1947

October 27, 1947

Mr. Gerald Miller
Cave Junction
Oregon

Dear Mr. Miller:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and roadbed topping on the East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, in Gilliam County. This award was based on your low bid of $85,350 submitted on October 22, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
Building

Mr. Gerald Miller
Prineville
Oregon

[illegible]

SrC

THE PACIFIC TELEPHONE & TELEGRAPH CO. BELL SYSTEM AMERICAN TELEPHONE & TELEGRAPH CO.

PACIFIC TELEGRAM

CLASS OF SERVICE DESIRED

TELEGRAM ☒	DAY LETTER ☐	NIGHT MESSAGE ☐	NIGHT LETTER ☐

PATRONS SHOULD CHECK THE CLASS OF SERVICE DESIRED; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A TELEGRAM

Recorder's Number	Time Filed	Check
	M.	

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Salem, Oregon
October 27 19 47

To Gerald Miller
Cave Junction, Oregon

State Highway Commission awarded you today contract for East Cottonwood Canyon Section of Wasco-Heppner Secondary Highway, Gilliam County based on your low bid submitted October 22, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

Sender's Address for Answer

Sender's Telephone Number

RECEIVED
FOR FILING
S-49(1)

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

(41)

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of [illegible] of destination

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OCT 29 1947
FOR FILING

PRA210 DL GOVT PD=PORTLAND ORG 27 530P

R M BALDOCK=

STATE HIGHWAY ENGINEER=SM=

OCT 27 PM 5 54

REYOURTEL THAT ALL RIGHTS OF ENTRY ACQUIRED OREGON PROJECT S-49(1), EAST COTTONWOOD SECTION. WE HEREBY CONCUR IN AWARD CONTRACT TODAY TO GERALD MILLER LOW BIDDER=

T M DAVIS.

9422.00

NO. ______ To [illegible]
Time Delivered 716p
By [illegible] To Be [illegible]

S-49(1)=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Charge to the account of ______________________ $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 27, 1947

MR. T. M. DAVIS
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE AWARD TODAY CONTRACT FOR EAST COTTONWOOD CANYON PROJECT TO GERALD MILLER OF PRINEVILLE. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

Salem, Oregon
October 27, 1947

Mr. J. M. Devers
Chief Counsel
Office

Dear Sir:

The attached agreement signed by the County Court of Gilliam County applies to the taking over by the County of responsibility for the maintenance of certain portions of the existing East Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway which, by reason of proposed new construction, are no longer needed as portions of the state secondary highway route.

It is our understanding that all rights of way for the East Cottonwood Canyon Project are acquired and that receipt of the agreement above mentioned puts us in position to make award of contract under the authority given us by the Highway Commission at its last meeting.

May we have your approval in the award of this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:GS

Encl.

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OREGON DISTRICT
S-49(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

September 30, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-49(1), East Cottonwood Section of the Wasco - Heppner Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
OCT 2 1947
OREGON
STATE HIGHWAY COMMISSION

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DEC 11 1947
FOR FILING

S-49(1)

EAST COTTONWOOD CANYON SECTION

PROJECT NO. S-49 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 18, 1947

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Oregon State Highway Department

S-49(1)

Federal Aid Secondary
Project No. S-49 (1)

EAST COTTONWOOD CANYON SECTION OF THE WASCO-HEPPNER HIGHWAY IN GILLIAM COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 18, 1947

Roadway (Sta. 1000+00 to 1272+50)

All Required		Clearing and Grubbing		$ 2,500.00
396	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,188.00
50,200	cu. yds.	General Excavation, Locations "A", Unclassified	0.35	17,570.00
47,600	cu. yds.	General Excavation, Locations "B", Unclassified	0.75	35,700.00
21,300	cu. yds.	General Excavation, Locations "C", Unclassified	1.15	24,495.00
116,000	yd. stas.	Short Overhaul	0.02	2,320.00
2,500	C-yd. stas.	Long Overhaul	0.50	1,250.00
5.16	miles	Finishing Roadbed and Slopes	450.00	2,322.00
14,000	lin. ft.	Rounding Cutbanks	0.15	2,100.00
350	lin. ft.	18" Corr. Metal Pipe	3.00	1,050.00
330	lin. ft.	48" Corr. Metal Pipe	12.00	3,960.00
660	lin. ft.	60" Corr. Metal Pipe	18.00	11,880.00
17,000	cu. yds.	Selected Roadbed Topping	0.60	10,200.00
55,900	yd. mi.	Hauling Roadbed Topping	0.15	8,385.00
			Subtotal	$124,920.00
			10% Engr. & Cont.	12,492.00
			Total	$137,412.00

Length of Roadway 5.160 miles
Cost per mile $26,630.23

Federal Aid Secondary Funds- - - - - - - - - - - - - - - - - -	$ 79,000.00
State Funds- -	58,412.00
	$137,412.00

RECEIVED
MAY 20 1947
FOR FILING

--49(1)

May 17, 1947

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of May 14, 1947, asking for further justification from the cost standpoint for several secondary highway projects under the 1948 highway program. In order to expedite matters, I will send individual letters for each project and would like to suggest that analyses of all the projects will take considerable time and request, if possible, the program be submitted to Washington in sections so as to avoid any unusual delay. The present letter will discuss the Cottonwood Grade, Item No. 9, S-49(1).

This project has been located on the lowest standard of any secondary highway which we have surveyed in recent years. The roadbed width is only 26', and we have adopted grades up to 8% with curvature to 14°. I can remember no secondary highway in Oregon where 8% grades have been used. These extremely heavy grades were used in order to cheapen the cost and permit us to follow the floor of the canyon, keeping merely high enough for head room for the culverts. The present estimate of cost is $123,490, or $24,000 per mile. This is divided into $12,660 per mile for grading, $3,479 for drainage and $7,794 for 6" of pit run gravel with 3½" loose measure smoothing course for surfacing, or 52.9% for grading, 14.5% for drainage and 32.6% for surfacing.

The standard adopted when the state highway market road law was in effect was a 24' roadbed, and for many years the 26' roadbed has been the minimum required by your department. Even where we were resurfacing one of the 24' market roads it has been necessary to widen to 26'. We feel that our scheme of location is the cheapest which can be adopted for a steep canyon such as this, that of using a grade approximately the slope of the canyon, and we have carried the creek through the fills with 60" pipes and used a few small channel changes. Were we to stay on one side of the creek the alignment would be ridiculously tortuous and no saving in cost would result.

I do not feel that roads of any lower standard have any place in the Oregon state highway system as one-way and other primitive roads became obsolete more than twenty years ago. As you know, the Oregon road funds are carefully segregated by divisions and the 1944 Road Act formula was used to determine the mileage of roads for each county. The county authorities were then requested to designate the priorities for the roads allotted them. Gilliam County feels that this is one of the most important roads in that county and feels that the saving in wheat haul will go far toward amortizing the cost of the road. I do not see how the State or the Federal Government can start rejecting such roads on account of traffic, since the road is being built as cheaply as can be and the cost is in reality a measure of the depreciated dollar.

Map and profile are being forwarded you under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

S-238(2) West Unit, Sheep Cr. Hill 1947
Sec., Little Sheep Cr. Secon.
#2949 Hwy.

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DEC 13 1949
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~U. S. DEPARTMENT OF COMMERCE~~
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
~~IDAHO~~
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-238(2)
West Unit, Sheep Creek Hill Section
The Little Sheep Creek Highway

Dear Sir:

Enclosed for your file is an executed copy of the project agreement (modified) for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encl.

STATE HIGHWAY COMMISSION

Jon

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DEC 13 1949
FOR FILING

November 10, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of modified agreement signed by the Highway Commission for the West Unit, Sheep Creek Hill Section, Project No. S-238 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

Oregon Federal Ai condary Project No. S-238(2) WA8pr 7405

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 3, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-238(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $91,000.00 to $106,500.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred six thousand, five hundred and 00/100 dollars ($106,500.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred six thousand, five hundred and 00/100 dollars ($106,500.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-eight thousand, eight hundred thirty-eight and 00/100 dollars ($178,838.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on October 28, 1949.

ORSGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By Ben R Chandler
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

Attest
SECRETARY

Assistant STATE HIGHWAY

COMMISSIONER OF PUBLIC ROADS

By
Acting Division Engineer
U. S. Bureau of Public Roads.

Oregon Federal Aid Secondary Project No. S-238(2).

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~

DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 2900
PORTLAND 8, OREGON

October 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-238(2)
West Unit, Sheep Creek Hill Section
The Little Sheep Creek Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

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OREGON
STATE HIGHWAY COMMISSION

RA

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JUL 29 1949
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8-238 (2)

REPORT ON FINAL PAYMENT ON CONTRACT NO. 2949

2141

Section of Highway	-	West Unit, Sheep Creek Hill
County	-	Wallowa County
Contractor	-	J. C. Papin

Construction work completed	Oct. 28, 1948
Equipment removal and site clean-up completed	Apr. 20, 1949
Contract accepted by Highway Commission	May 16, 1949
Final warrant mailed to contractor	May 17, 1949

Construction work completed	Oct. 28, 1948
Retained percentage reduced to 3%	Nov. 15, 1948
Final estimate received from field	Jan. 6, 1949
Salem office check completed	Mar. 7, 1949
Final voucher prepared	Mar. 14, 1949
Warrant received from Secretary of State	Apr. 5, 1949

Total earnings of contractor	$164,789.70
Total of payments made to and including warrant mailed Jan. 25, 1949 (97% of total)	$159,839.33
Amount remaining unpaid during period Jan. 25, 1949 to May 17, 1949 (3% of total)	$ 4,950.37

Salem
June 29, 1949

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MAY 19 1949
FOR FILING
FORM E-30 10M 6-46 23439

X 228 (2)

2949

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 17, 1949

SUBJECT: Request for release of warrants
on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	4321	2949	10-final	J. C. Papin	4,950.37	347393	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Mr. Probert called me stating you had called him from Portland, asking that this warrant be released in mail today and that this job had been accepted by the Commission. I am, therefore, releasing it today, on authority from Mr. Probert. Will you please sign this release as per usual custom?

aaw

ACCOUNTING DIVISION

By ______
Bookkeeping Dept.

NOTED ON CARD
5-[illegible]7-49 SC

Approved ______
Secretary

RECEIVED
MAR 17 1949
FOR FILING

8-238(2)

2047

March 17, 1949

United Pacific Insurance Co..
Durham & Bates, Agent
901 S. W. Washington
Portland 5, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2949 for work on the West Unit, Sheep Creek Hill Section of Little Sheep Creek Secondary Highway, in Wallowa County, has been completed by the contractor, J. C. Papin, and that final payment in the amount of $4,950.37 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $164,789.70, and that no force account work was performed on the project. This contract was completed on October 28, 1948 but has not as yet been accepted by the Highway Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON C
3-17-49

RECEIVED
MAR 8 1949
FOR FILING

B-238 (2)

2949

March 7, 1949

Mr. J. C. Papin
409 Sommer Bldg.
Baker, Oregon

Dear Sir:

The State Highway Commission, at its meeting on February 28, 1949, had under discussion your request for an extension of time of 28 days, from September 30 to October 28, 1948, within which to complete your contract No. 2949, covering the West Unit, Sheep Creek Hill on the Little Sheep Creek Secondary Highway in Wallowa County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
[illegible]

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FOR FILING

8-237(2)

2949

February 14, 1949

Request for extension of time
No. 4
February 28 and March 1 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from J. C. Pepin for an extension of time on Contract No. 2949, West Unit, Sheep Creek Hill Section of the Little Sheep Creek Secondary Highway, from September 30, 1948 to October 28, 1948.

The contractor's oiling retort broke down during oiling operations, and it was necessary for him to secure another one from Portland. Rainy weather occurred which retarded his oiling operations for an additional time.

I would recommend that this extension be granted without penalty, and this recommendation is concurred in by Mr. T. M. Davis of the Public Roads Administration.

Very truly yours

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams
H. G. Smith

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FEB 10 1949
FOR FILING

S-238 (2)

2949

February 9, 1949
Salem, Oregon

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2949, West Unit, Sheep Creek Hill Section of the Little Sheep Creek Secondary Highway S-238 (2) from September 30, 1948 to October 28, 1948 to J. C. Papin, Contractor.

Contractor's oiling retort broke down during oiling operations, and it was necessary for him to transport another retort from Portland. Rainy weather occurred immediately following the break down which retarded his operations for an additional time.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

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JAN 12 1949
FOR FILING

S-238 (2)

January 12, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. C. Papin, on contract No. 2949, covering the West Unit, Sheep Creek Hill Section of Little Sheep Creek Secondary Highway in Wallowa County. This payment, in the amount of $6,518.57, will be made on or after January 22, 1949. The retained percentage is $4,943.48.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD
gl

RECEIVED
NOV 19 1948
FOR FILING

X-237 (2)
2949

November 18, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to J. C. Papin a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2949 for grading and surfacing on the West Unit, Sheep Creek Hill Section of the Little Sheep Creek Secondary Highway in Wallowa County. This payment, which is in the amount of $10,340.67, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,741.88. The present payment to the contractor will be made on or after November 29, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates, Agent
901 S.W.Washington
Portland 5, Oregon

NOTED ON CARD

11-15-48 J.C

RECEIVED
NOV - 3 1948
FOR FILING

S-238 (2)

2949

November 1, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 28, 1948 on Contract No. 2242, West Unit, Sheep Creek Hill Section in connection with Federal Aid Project No. S-238 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]
cc: Forrest Cooper

Form E-1—5M—1-46

S-238 (2)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

No. 34 Final

For Week Ending Oct. 30, 1948

Section West Unit, Sheep Creek Hill

Kind of work Grading & Oil Mat Surfacing

Highway Little Sheep Creek Secondary

Section prefix 152-1011 S-238 (2)

Contractor J. C. Papin

Contract number 2949

Date of contract Nov. 13, 1947

Date of completion Sept. 30, 1948

Date work started March 10, 1948

Estimated date of completion ......, 19....

Amount of contract $ 165,080.00

Per cent of time elapsed 109 %

Estimated cost of completed project, exclusive of engineering $ 165,080.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 9,900.00, 100 %

Date project was completed Oct. 28, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Ditch clean-up and dressing of shoulders completed this week.

This completes the project.

NOTED

RAY W

Signed J. C. Heath

Address Enterprise, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.17	3.17		3.17	
Miles partially completed					
Miles completed	3.17	3.17		3.17	
Total estimated quantities	99,000	16,400	1,000	1,400	
Estimated quantities moved or placed to date	95,000	16,262	1,000	1,100	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				2	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ... ., Bulldozers ...., Sheep-foot rollers ...., ... 1 dump truck, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Snow flurries		
Wednesday	Fair		
Thursday	Fair		
Friday	Overcast		
Saturday	Fair		

RECEIVED
NOV 1 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
DEC 13 1949
FOR FILING

October 7, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement for the West Unit, Sheep Creek Hill Section, Project No. S-238 (2).

We are requesting the present setup of Federal funds be increased from $91,000.00 to $106,500.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWN:nd

Oregon State Highway Department

Federal Aid Secondary
Project No. S-238 (2)

WEST UNIT, SHEEP CREEK HILL SECTION OF THE LITTLE SHEEP CREEK HIGHWAY IN WALLOWA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 5, 1949

All Required		Clearing and Grubbing		$ 3,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 4.00	800.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
24,000	cu. yds.	General Excavation, Common	0.48	11,520.00
75,000	cu. yds.	General Excavation, Solid Rock	1.05	78,750.00
140,000	yd. stas.	Short Overhaul	0.02	2,800.00
1,100	C-yd. stas.	Long Overhaul	0.50	550.00
6,000	lin. ft.	Rounding Cutbanks	0.20	1,200.00
3.17	miles	Finishing Roadbed and Slopes	600.00	1,902.00
600	lin. ft.	18" Corr. Metal Pipe	3.50	2,100.00
24	lin. ft.	24" Corr. Metal Pipe	5.00	120.00
120	lin. ft.	36" Corr. Metal Pipe	9.00	1,080.00
140	lin. ft.	36" Extra Strength, Corr. Metal Pipe	13.00	1,820.00
60	lin. ft.	Salvaging Culvert Pipe	4.00	240.00
30	cu. yds.	Class "A" Concrete	60.00	1,800.00
4,500	lbs.	Metal Reinforcement	0.12	540.00
3,400	cu. yds.	3/4" - 0" Rock in Cushion Course	2.50	8,500.00
8,200	cu. yds.	4" - 2" Rock in Base	2.50	20,500.00
4,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	12,000.00
500	M-gals.	Sprinkling	2.00	1,000.00
3.17	miles	Preparation of Base	200.00	634.00
1,400	cu. yds.	Furnishing and Placing Aggregates	4.10	5,740.00
54	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	36.00	1,944.00
70	tons	Furnishing and Placing 151-200 Asphalt	36.00	2,520.00
40	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	36.00	1,440.00
			Subtotal	$162,580.00
			10% Engr. & Cont.	16,258.00
			Total	$178,838.00

Length of Roadway	3.165 miles
Cost per mile	$56,504.89

Federal Aid Secondary Funds- - - - - - - - - - - - - - - - - - - -	$106,500.00
State Funds- -	72,338.00
	$178,838.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
MAY 20 1948
FOR FILING

S-39[illegible]

Cross Referenced To
adm
Insurance
Property Damage

Salem, Oregon
May 19, 1948

Mr. H. G. Smith

Dear Sir:

I hand you herewith an extract, numbered V, from amended complaint filed by Robert W. Christman, Attorney on behalf of Harley M. Tucker and Bonnie Tucker, wife, for property being condemned on the Little Sheep Creek Secondary Highway.

Mr. Devers is rather concerned about the damages claimed in Article V. Will you kindly furnish a complete report so that Mr. Devers may be able to properly prepare his defense.

Very truly yours,

W. C. Williams

WCW/ds
Encl.

cc - J. M. Devers

RECEIVED
MAR 16 1948
FOR FILING

S-238 (2)

March 11, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 10, 1948 on Contract Number ~~2949,~~ W. Unit, Sheep Creek Hill Section in connection with federal aid Project Number S-238(2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:nd

RECEIVED
FOR FILING

5-238(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

[illegible]
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

February 25, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-238(2)
West Unit-Sheep Creek

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

RECEIVED
STATE HIGHWAY COMMISSION

WA8pr 7405

(Revised 1946)

State Oregon

Project No. S-[illegible]8(2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 3rd day of February, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 30th day of September, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-one thousand and 00/100 dollars ($91,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 266+38 on the south line of Section 36, T-2-S, R-45-E, W.M., and survey station 433+50 in Section 33, T-2-S, R-46-E, W.M., without exception

, length 3.165 miles, in Wallowa County, being Oregon Federal Aid/Secondary project No. S-238(2), consisting of 3.165 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

REC'D FEB 1 OR

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-one thousand and 00/100 dollars ($91,000.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-eight thousand eight hundred thirty-eight and 00/100 dollars ($178,838.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED FEB 10
OF

RECEIVED

Oregon State Highway Department

Federal Aid Secondary
Project No. S-238 (2)

WEST UNIT, SHEEP CREEK HILL SECTION OF THE LITTLE SHEEP CREEK HIGHWAY IN WALLOWA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 25, 1947

All Required		Clearing and Grubbing		$ 3,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 4.00	800.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
24,000	cu. yds.	General Excavation, Common	0.48	11,520.00
75,000	cu. yds.	General Excavation, Solid Rock	1.05	78,750.00
140,000	yd. stas.	Short Overhaul	0.02	2,800.00
1,100	C-yd. stas.	Long Overhaul	0.50	550.00
6,000	lin. ft.	Rounding Cutbanks	0.20	1,200.00
3.17	miles	Finishing Roadbed and Slopes	600.00	1,902.00
600	lin. ft.	18" Corr. Metal Pipe	3.50	2,100.00
24	lin. ft.	24" Corr. Metal Pipe	5.00	120.00
120	lin. ft.	36" Corr. Metal Pipe	9.00	1,080.00
140	lin. ft.	36" Extra Strength, Corr. Metal Pipe	13.00	1,820.00
60	lin. ft.	Salvaging Culvert Pipe	4.00	240.00
30	cu. yds.	Class "A" Concrete	60.00	1,800.00
4,500	lbs.	Metal Reinforcement	0.12	540.00
3,400	cu. yds.	3/4" - 0" Rock in Cushion Course	2.50	8,500.00
8,200	cu. yds.	4" - 2" Rock in Base	2.50	20,500.00
4,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	12,000.00
500	M-gals.	Sprinkling	2.00	1,000.00
3.17	miles	Preparation of Base	200.00	634.00
1,400	cu. yds.	Furnishing and Placing Aggregates	4.10	5,740.00
54	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	36.00	1,944.00
70	tons	Furnishing and Placing 151-200 Asphalt	36.00	2,520.00
40	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	36.00	1,440.00
			Subtotal	$162,580.00
			10% Engr. & Cont.	16,258.00
			Total	$178,838.00

Length of Roadway	3.165 miles
Cost per mile	$56,504.89

Federal Aid Secondary Funds- -	$ 91,000.00
State Funds- -	87,838.00
	$178,838.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
FOR FILING

F-238 (2)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-238 (2)

WEST UNIT, SHEEP CREEK HILL SECTION OF THE LITTLE SHEEP CREEK HIGHWAY IN WALLOWA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 23, 1947

All Required		Clearing and Grubbing		$ 3,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
40	cu. yds.	Trench Excavation, Unclassified	3.00	120.00
24,000	cu. yds.	General Excavation, Common	0.35	8,400.00
75,000	cu. yds.	General Excavation, Solid Rock	1.25	93,750.00
140,000	yd. stas.	Short Overhaul	0.02	2,800.00
1,100	C-yd. stas.	Long Overhaul	0.50	550.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
3.17	miles	Finishing Roadbed and Slopes	450.00	1,426.50
600	lin. ft.	18" Corr. Metal Pipe	3.00	1,800.00
24	lin. ft.	24" Corr. Metal Pipe	4.50	108.00
120	lin. ft.	36" Corr. Metal Pipe	6.50	780.00
140	lin. ft.	36" Extra Strength Corr. Metal Pipe	7.00	980.00
60	lin. ft.	Salvaging Culvert Pipe	1.50	90.00
30	cu. yds.	Class "A" Concrete	50.00	1,500.00
4,500	lbs.	Metal Reinforcement	0.10	450.00
3,400	cu. yds.	3/4" - 0" Rock in Cushion Course	2.75	9,350.00
8,200	cu. yds.	4" - 2" Rock in Base	2.75	22,550.00
4,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.75	13,200.00
500	M-gals.	Sprinkling	3.00	1,500.00
3.17	miles	Preparation of Base	200.00	634.00
1,400	cu. yds.	Furnishing and Placing Aggregates	4.00	5,600.00
54	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	1,998.00
70	tons	Furnishing and Placing 151-200 Asphalt	37.00	2,590.00
40	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	1,480.00
		Subtotal		$176,156.50
		10% Engr. & Cont.		17,615.65
		Total		$193,772.15

Length of Roadway	3.165 miles
Cost per mile	$ 61,223.42

Federal Aid Secondary Funds- -	$ 91,000.00
State Funds- -	102,772.15
	$193,772.15

RECEIVED
DEC 2 1947
FOR FILING

S-238 (2)

December 1, 1947

Mr. J. C. Papin
409 Sommer Bldg.
Baker
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2949 which was awarded to you on November 13, 1947 by the State Highway Commission, covering West Unit, Sheep Creek Hill Section of the Little Sheep Creek Secondary Highway, in Wallowa County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
NOV 11 194[illegible]
FOR FILING
S-238 (2)

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

(43)

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA117 DL GOVT PD=PORTLAND ORG 13 1235P

NOV 13 PM 12 44

R H BALDOCK=
STATE HIGHWAY ENGINEER

REYOURTEL TODAY ALL RIGHTS ENTRY ACQUIRED OREGON S-238(2) WEST UNIT SHEEP CREEK HILL SECTION. WE HEREBY CONCUR IN AWARD CONTRACT TO J. C. PAPIN LOW BIDDER THIS PROJECT=

T M DAVIS.

S-238(2).

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

NOVEMBER 13, 1947

MR. T. M. DAVIS
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY CONTRACT WEST UNIT SHEEP CREEK HILL PROJECT TO J. C. PAPIN OF BAKER. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
DEC 16 1947
FOR FILING
5-238(2)

AGENDA
NOV 24 1947

4-K

November 13, 1947

Mr. J. C. Papin
409 Sommer Building
Baker, Oregon

Dear Mr. Papin:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and oil mat surfacing on the East Unit, Sheep Creek Hill Section of the Little Sheep Creek Secondary Highway, in Wallowa County. This award was based on your low bid of $165,080 submitted on October 22, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mo
Enc.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

Mr. L. M. White
Assistant Commissioner
Industrial Accident Commission
Building

per confirmed

S+C

Charge to the account of ____________ $______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 13, 1947
4:10 p.m.

J. C. Papin
409 Sommer Building
Baker, Oregon

State Highway Commission awarded you today contract for West Unit, Sheep Creek Hill Section of the Little Sheep Creek Secondary Highway, Wallowa County, based on your low bid submitted October 22, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc

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OREGON DISTRICT
F-238 (2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

September 30, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-238(2), West Unit, Sheep Creek Hill Section of the Little Sheep Creek Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
OCT 2 1947
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
F-238 (2)

WEST UNIT, SHEEP CREEK HILL SECTION

PROJECT NO. S-238 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 23, 1947

1-8304 Union Rock Production Project
2950 on The Old Oregon Trail etc. 1947

R.H. Baldock

RECEIVED
DEC 31 1948
FOR FILING

December 16th, 1948

FINAL COST ANALYSIS

Old Oregon Trail and
Medical Springs Section
Prefix #1-8304

Old Oregon Trail Highway

Rock Production
Rogers Construction Co., Contractors
O. G. McComb, Resident Engineer

Contract #2950

NOTED
State Highway Engineer

1-8304

2950

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1¼"-3/4" Gr. Rock in S.P.	497.98	Cu. Yd.	$2.63	$2.70	$1,309.42	$1,344.55
3/4"-½" " " " "	4,903.64	" "	2.63	2.70	12,893.94	13,239.83
½"-¼" " " " "	3,798.52	" "	2.63	2.70	9,988.07	10,256.00
¼"-0" " " " "	2,208.03	" "	2.63	2.70	5,805.94	5,961.68
Screen Rejects	215.42	" "	0.25	0.25	53.86	53.86
Haul Adj., Favor of Contractor	496.3	Yd. Mi.	0.11	0.12	54.59	59.56
PA #1, Clear & Level S.P. Sites	All		128.73	525.00	128.73	525.00
					$30,234.55	$31,600.57
Rock Sold to Union County School District and City of Union			2.58	2.50	5,659.32	5,481.15
					$35,893.87	$37,081.72

Gross Revenue	$37,081.72
Total Cost	35,893.87
Net Profit	$1,187.85

Net Profit Equals 3.2% of Gross Revenue

Detail of Cost

Rogers & Rush

Labor:

Supervision	$1,045.00	
Labor	8,894.98	
State Industrial Accident Insurance	522.79	
Social Security & Unemployment Insurance	338.29	
		$10,801.06

Equipment Rental & Miscellaneous:

Equipment Rental	$9,582.50	
Rented Trucks, Includes; Gas, Oil, Grease & Drivers	9,281.70	
Gas, Oil & Grease	1,626.41	
Freight & Express	151.78	
Misc. Hardware	139.07	
Lumber	398.37	
Explosives	1,562.76	
Bits & Drill Steel	510.40	
Small Tools & Misc.	770.33	
Insurance	104.70	
Bond	235.80	
Office, Dick Rush	178.99	
Office, Rogers	550.00	
		25,092.81

Total Cost........................$35,893.87

Breakdown of Crushing Costs and Hauling and Stockpiling Costs

	Total Cost	Cost per Cu. Yd.
Cost of Crushed Rock in Bunkers:		
Move In	$1,190.36	$0.088
Set Up	2,800.23	0.206
Strip Quarry	643.64	0.047
Drill & Shoot	4,749.96	0.349
Load in Quarry	2,153.06	0.158
Haul to Crusher	2,299.98	0.169
Crush	12,145.55	0.893
	$25,982.78	$1.910
Haul from Crusher to Stockpile	8,886.27	0.655
Stockpile	787.64	0.058
Total Cost of Crushed Rock in Stockpile	$35,656.69	$2.623

Remarks:

This was a "State Project" calling for the production of 11,300 cu. yd. of crushed rock in stockpile. The actual amount crushed on the contract amounted to 11,408 cubic yards and in addition to this 2,192 cubic yards were produced for the City of Union and the Union County School District. The project was bid and awarded November 25th, 1947; work was started February 19th, 1948, and completed April 3rd, 1948.

The project was bid by the Rogers Construction Company but was subcontracted to R. E. Rush. The contractor moved onto the project January 10th, 1948, started crushing February 19th, and completed April 3rd. One eight-hour shift five days per week were worked with elapsed working time being 256 hours and actual working time being 243-3/4 hours. Average production per elapsed work hours was 53 cubic yards and actual work hour was 55 cubic yards.

Equipment used on the project consisted of the subcontractor's 3-crusher portable crushing plant, one 3/4 cubic yard shovel, one TD-14 tractor, one 315 compressor, one wagon drill, 2 jackhammers, one five cubic yard truck, one pickup and small tools and equipment. One heavy duty transport truck and two 20-ton low bed trailers were used for transporting equipment and with the exception of the one gravel truck used for hauling reject materials all trucks including pit trucks were hired.

This project was well handled and good equipment was used throughout but numerous breakdowns which while they did not affect the progress of the project did add materially to the costs. Inclement weather and a low bid price resulted in a slight loss to the subcontractor and allowed only a minor profit for the project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
MAY 10 1948
FOR FILING

1-8304

May 7, 1948

The Fidelity and Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

This to advise you that State Highway Contract No.2950 for the Union Rock Production Project on the Old Oregon Trail and Medical Springs Highways, in Baker and Union Counties, has been completed by the contractor, Rogers Construction Company, and that final payment in the amount of $943.21 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $31,440.48, and that no force account work was performed therein. This contract was completed on April 5, 1948 but has not been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Sturm & Co., Agent
U.S.National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

5-7-48 g

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MAY 3 1948
FOR FILING

1-8304

Files

April 30, 1948

The Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Rogers Construction Company on contract No. 2950, covering Union Rock Production Project on the Old Oregon Trail and Medical Springs Highways, in Baker and Union Counties. This payment, in the amount of $566.96, will be made on or after May 10, 1948. The retained percentage is $943.21.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Sturm & Co.,Agent
U.S.National Bank Bldg.
Portland 4, Oregon

?

NOTED ON CARD
4-30-48 gl

p

RECEIVED
APR 23 1948
FOR FILING

1-8-04

April 20, 1948

The Fidelity and Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Rogers Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2950 covering the Union Rock Production Project on the Old Oregon Trail and Medical Springs Highway, in Baker and Union Counties. This payment, in the amount of $20,398.77, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $925.68. The present payment to the contractor will be made on or after April 30, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Sturm & Co., Agent
U.S.National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

4-20-48 gl

Form E-1—5M—8-47

1-8304

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 3,1948, 19

Section Union Rock Production

Kind of work Furn.crushed rock in stockpiles

Highway Old Ore.Trail 7 Medical springs

Section prefix 1-8304

Contractor Rogers Construction Co.

Contract number 2950

Date of Contract Nov.25,1947, 19

Date of completion Oct.31,1948, 19

Date work started Feb.20,1948, 19

Estimated date of completion ~~XXXXX~~April 5,1948, 19

Amount of contract . . . . $ 30,510.00

Per cent of time elapsed 38 %

Estimated cost of completed project, exclusive of engineering . . . . $ 32,000.00

Per cent of contract completed, based on total contract price . . . . 99 %

Engineering cost to date $ 1600, 80 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

~~X~~ I expect all the rock to be in stockpiles by mondayevening.This job has progressed in an exceptionaly good fashion consideration of the rotten weather met during the whole time.

H. G. [illegible]

NOTED
E. A. PEASE

RECEIVED
A[illegible] 7 - 1948
OFFICE OF
CONSTR[illegible] ENGINEER

NOTED
H. W. LIBBY

Signed O. G. McCourt

Address LaGrande Ore.

NOTED
E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..............County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.............., Power graders.............., Rollers.............., Mixers.............., Crushing or screening plants..............

Compressors.............., Bulldozers.............., Sheep-foot rollers.............., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 12 1948
FOR FILING

1-8304

January 2, 1948

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16
Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on November 25, 1947 by the State Highway Commission, as follows:

Contract No. 2950, covering the Union Rock Production Project on the Old Oregon Trail and Medical Springs Highways in Baker and Union Counties.

Contract No. 2954, covering the Weston Mountain-Elgin Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties.

These contracts are for your records and files.

An executed copy of each of the above contracts are being sent to the surety on your bonds.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl
encls. 2

Recorder.

NOTED
H. B. GLAISYER

RECEIVED
NOV 28 1947
FOR FILING

1-3304

November 26, 1947

Rogers Construction Company
Route 15, Box 231
Portland, Oregon

Gentlemen:

The State Highway Commission on November 25, awarded you the contract for rock production on the Old Oregon Trail and Medical Springs Highways in Baker and Union Counties. This award was based on your low bid of $30,510.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

16-8301 Madras Rock Production Project
2951 The Dalles-Calif. & Warm Springs1947

16 - 8301

RECEIVE
MAR 20
FOR FILIN

R. H. Baldock

Madras Section
Contract #2951

FINAL COST ANALYSIS
Rock Production
A. H. Saxton & Sons, Contractors
J. E. Morelock, Resident Engineer

Dalles-California and
Warm Springs Highways

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	5,764.7	Cu. Yd.	$2.295	$2.63	$13,229.99	$15,161.16
½"-¼" Cr. Rock in S.P.	3,163.8	" "	2.295	2.63	7,260.92	8,320.79
¼"-0" Cr. Rock in S.P.	2,232.1	" "	2.295	2.63	5,122.67	5,870.42
Rejects in Stockpile	976.6	" "	0.25	0.25	244.15	244.15
Haul Adjustment in Favor of Contractor	560.5	Yd. Mi.	0.123	0.12	68.94	67.26
Private Sales					277.69	510.00
					$26,204.36	$30,173.78

Gross Revenue	$30,173.78
Total Cost	26,204.36
Net Profit	$3,969.42

Net Profit Equals 13.2% of Gross Revenue

State Highway

Detail of Cost

Labor:		
Labor	$6,453.04	
State Industrial Accident Insurance	200.24	
Social Security & Unemployment Insurance	258.12	
		$6,911.40
Equipment Rental & Miscellaneous:		
Equipment Rental	$5,740.00	
Gas, Oil & Grease	1,425.48	
Hired Haul	4,396.92	
Hired Stockpiling	1,160.00	
Drill & Shoot	3,078.05	
Lumber	700.00	
P. L. & P. D. Insurance	93.76	
P.U.C.	282.72	
Freight	415.62	
Bond	173.58	
Small Tools & Misc. Supplies	583.93	
Royalty	342.90	
Office & General Overhead	900.00	
		19,292.96
Total Cost		$26,204.36

Breakdown of Costs

Item	Amount	Unit	Cost	Unit Cost
Move In	11,416	Cu. Yd.	$1,428.98	$0.125
Set Up	"	" "	4,358.50	0.381
Drill and Shoot	"	" "	3,090.74	0.271
Haul to Crusher	"	" "	1,413.74	0.124
Crush	"	" "	5,262.93	0.461
Cost in Bunker				$1.362
Haul Reject			479.04	0.042
Haul to Stockpile (Average 6.4 Miles)			8,964.10	0.785
Stockpile			1,206.40	0.106
Total			$26,204.36	$2.295

Actual Working Time - 205 Hours

Average Production for Actual Working Time - 55.9 Cu. Yd. Per Hour

Total Elapsed Time - 330 Hours

Average Production for Total Elapsed Time - 34.6 Cu. Yd. Per Hour

Remarks:

This was a "State Project"; the contract calling for the furnishing of 11,000 cu. yds. of crushed rock in stockpiles was bid and awarded November 25th, 1947.

The contractor moved to the job and started setting up a crushing plant on December 8th, 1947. The crushing plant was moved from the Lower Klamath Lake project southeast of Klamath Falls. The move, a distance of 210 miles, was done mostly with the contractors' own trucks.

The contractors anticipated some sales of crushed rock to private concerns and individuals in this area and, therefore, elected to use a privately-owned quarry adjacent to the state-owned quarry. Drilling and shooting was done by a sub-contractor. The quarry had a shallow face and the down hole method of shooting was used with good results.

The crushing plant consisted of a 24" x 36" jaw crusher, 3' gyratory crusher and a 3' cone crusher. A diesel engine powered each of the three crushers and one diesel engine with a generator furnished power for the electric motors on the conveyors and screens. Bunkers consisted of a three-compartment steel rock bunker and a wood reject bunker.

The plant setup was completed December 31st, 1947. Crushing operations started January 1st, 1948 and were completed January 23rd. The plant was operated on a schedule of two 10-hour shifts a day for five days a week. Lost time was due to quarrying operations getting behind and not being able to furnish rock for the crusher, and also because of rains that softened stockpile sites so operations had to be suspended for several days.

Haul to stockpile was done with four of the contractors' trucks and hired trucks which supplemented the contractors' trucks on long hauls.

Good equipment, personal supervision by the contractor and a good rate of production during actual operating time made this job show a fair profit in spite of a long move and a high percentage of lost time during crushing operations.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
FEB 20 1948
FOR FILING

16 - 8301

February 19, 1948

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1
Washington

Gentlemen:

This to advise you that State Highway Contract No. 2951, for work on the Madras Section of The Dalles-California and Warm Springs Highways, in Jefferson and Wasco Counties, has been completed by the contractor, A.H. Saxton & Sons, and that final payment in the amount of $891.53 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $29,663.78, and that no force account work was performed therein. This contract was completed on January 26, 1948 but has not been accepted by the Highway Commission, however, we anticipate that it will be accepted at the March Commission Meeting.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Will you please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S.W.Washington
Portland 5, Oregon

NOTED ON CARD

2-17-48 g.f

RECEIVED
FEB 6 1948
FOR FILING

16-8301

February 4, 1948

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma 1
Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A.H. Saxton & Sons on contract No. 2951, covering the Madras Rock Production Project on The Dalles-California and Warm Springs Highways, in Jefferson and Wasco Counties. This payment, in the amount of $21,907.95, will be made on or after February 14, 1948. The retained percentage is $889.86.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S.W.Washington
Portland 5, Oregon

NOTED ON CARD
2-4-48.gl

Form E-1—5M—4-47

16 - 8301

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 30, 1948

Section Madras

Highway The Dalles-California

Contractor A. H. Saxton & Sons

Date of contract November 25, 1947

Date work started December 8, 1947

Amount of contract $ 28,930.00

Kind of work Rock Production

Section prefix 16-8301

Contract number 2951

Date of completion August 31, 1948

Estimated date of completion , 19

Per cent of time elapsed 22 %

Estimated cost of completed project, exclusive of engineering $ 29,662.00

Per cent of contract completed, based on total contract price 101½ %

Engineering cost to date, $ 1000.00, 66 %

Date project was completed Jan. 26, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project was completed on Monday. Contractor has not completed the removal of his plant and equipment. This is a final report.

NOTED
E. A. PEASE

RECEIVED
FEB 2 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed J. E. Morelock
Address Madras

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			38.43		
Miles partially completed			XXXXX		
Miles completed			38.43		
Total estimated quantities			11,000		
Estimated quantities moved or placed to date			11,160.6		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JAN 12 1948
FOR FILING

16-8301

January 2, 1948

A. H. Saxton & Sons
Route #2
Corvallis
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2951, which was awarded to you on November 25, 1947 by the State Highway Commission, covering Madras Section of The Dalles-California and Warm Springs Highway in Jefferson and Wasco Counties. This copy is for your files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl
encl. 1

Recorded

NOTED
H. B. GLAISYER

RECEIVED
NOV 28 1947
FOR FILING

16-8301

November 26, 1947

A. H. Saxton and Sons
Route 2
Corvallis, Oregon

Gentlemen:

The State Highway Commission on November 25, awarded you the contract for the Madras Rock Production Project on The Dalles-California and Warm Springs Highways in Jefferson and Wasco Counties. This award was based on your low bid of $28,930.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. E. Probert

123-1037 Adrian-Wilder Section of three
2952 Secondary Highways 1947

RECEIVED
OCT 26 1948
FOR FILING

183-1037

[illegible]

October 25, 1948

Adrian - Wilder
2952

Mr. James Reid
Director of Highways
State Capitol
Boise, Idaho

Dear Mr. Reid:

There is submitted herewith our billing for Idaho cooperation in the construction of the State Line Unit of the highway between Caldwell in Idaho and Adrian in Oregon, which construction is now completed.

The amount of the billing is slightly, but not materially, greater than the amount originally estimated. The overrun was occasioned by bulkhead construction and bank protection work required at one end of the canal crossing (bridge) at Station 283, the necessity for which was not discovered until after the contract was awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

Encl.

RECEIVED
OCT 15 1948
FOR FILING

123-1037

2952

October 15,1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2952 for work on the Adrian-Wilder Section of the Adrian-Parma, Adrian-Caldwell and Adrian-Arena Valley Highways, in Malheur County, has been completed by the contractor, Quinn Brothers and Robbins, and that final payment in the amount of $2,168.07 will be made on or after October 25, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $72,335.13, of which amount $1,441.44 represents force account items. This contract was completed July 1, 1948 and accepted by the Highway Commission August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CAR

11-15 48, gk

RECEIVED
AUG 30 1948
FOR FILING

123-1039

2952

August 27, 1948

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Quinn Brothers and Robbins, on contract No. 2952, covering the Adrian-Wilder Section of the Adrian-Parma, Adrian-Caldwell and Adrian-Arena Valley Highways, in Malheur County. This payment,in the amount of $2,022.38, will be made on or after September 7, 1948. The retained percentage is $2170.12.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jo Stroyan, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-27-48 gl

JT

Form E-1-5M-1-48

123-1037

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

No. 17

For Week Ending July 3, 19 48

Section Adrian - Wilder.

Kind of work Regrading and oil mat surfacing

Highway Adrain Parma, Caldwell, Arena Valley

Section prefix 123 - 1037

Contractor Quinn Brothers and Robbins

Contract number 2952

Date of contract November 25, 19 47

Date of completion December 31, 19 48

Date work started March 3, 19 48

Estimated date of completion July 1, 19 48

Amount of contract $ 62,862.00

Per cent of time elapsed 55 %

Estimated cost of completed project, exclusive of engineering $ 75,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 3,400.00, 5.41 %

Date project was completed Kuly 1, 19 48

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor spent Monday and Tuesday of this week brooming and maintaining the completed 0 - 9 Oil Mat. Wednesday and Thursday were spent in blading the shoulders and road approaches.

222 of 403 days.

RECEIVED
JUL - 6 1948
OFFICE OF
CONSTRU[illegible] ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed L.C. Johnson By J.E. Waterhouse

Address Box 402, Ontario, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.52	5.52	5.52	5.52	
Miles partially completed					
Miles completed	5.52	5.52	5.52	5.52	
Total estimated quantities	17,400 C.Y	17,400 C.Y	1,650 C.Y	260 Ton 3,915 C.Y	
Estimated quantities moved or placed to date	17,400 C.Y	17,400 C.Y	1,650 C.Y	260 Ton 3,915 C.Y	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				2	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Cloudy Rain		
Friday	Cloudy		
Saturday	Clear.		

RECEIVED
JAN 19 1948
FOR FILING

123-1037

2952

January 13, 1948

Mr. James Reid
Director of Highways
Boise, Idaho

Dear Sir:

In further relation to the contemplated improvement of the State Line Section of the Highway between Adrian and Caldwell, we are sending a copy of the contract which has been entered into with Quinn Brothers and Robbins for the construction of what we call the Adrian-Wilder Project.

We are sending, also, a revised estimate of cost for the State Line Section, which estimate is based on the prices at which the work has been contracted.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

[illegible]:ew

ESTIMATE OF COST BASED ON CONTRACT PRICES

IDAHO-OREGON UNIT OF ADRIAN-WILDER REGRADING AND OIL MAT SURFACING PROJECT

Adrian-Caldwell Secondary Highway
Malheur County, Oregon and Canyon County, Idaho

January 13, 1948

Item	Quantity	Unit	Unit Price	Amount
Clearing and Grubbing	12.7%	All	$ 500.00	$ 63.50
Structural Excavation, Unclassified	12	cu. yds.	2.50	30.00
Trench Excavation, Unclassified	6	cu. yds.	2.00	12.00
Borrow Excavation, Unclassified	970	cu. yds.	.40	388.00
Truck Haul on Borrow	2,650	yd. mi.	.22	583.00
Finishing Roadbed and Slopes	0.70	mile	200.00	140.00
18-inch Concrete Pipe	40	lin. ft.	3.50	140.00
Removal of Old Bridge and Provision for Traffic	All	All	1,000.00	1,000.00
Furnish Treated Piling	210	lin. ft.	1.50	315.00
Drive Piles	10	only	30.00	300.00
Treated Lumber	3	M-FBM	250.00	750.00
Class "A" Concrete	20	cu. yds.	65.00	1,300.00
Metal Reinforcement	3,500	lbs.	.12	420.00
Gravel in Base	1,570	cu. yds.	.75	1,177.50
3/4" - 0" Gravel in Leveling Course and Shoulders	600	cu. yds.	2.50	1,500.00
Sprinkling	110	M-gals.	2.50	275.00
Preparation of Base	0.70	mile	200.00	140.00
Furnishing and Placing Aggregates	280	cu. yds.	4.00	1,120.00
Furnishing and Placing 151-200 Asphalt	20	tons	40.00	800.00
Furnishing and Placing RC-3 or Emulsified Asphalt	10	tons	40.00	400.00
Net Estimated Cost (Contract Bid Items)				$10,854.00
Extra Grader Work (14%) of $1,500 Estimated Total)				210.00
				$11,064.00
Plus approximately 10% for Engineering and Contingencies				1,106.00
Total Estimated Cost- - - - - - - - - - - - - - - -				$12,170.00

RECEIVED
DEC 26 1947
FOR FILING

123-10 37

December 24, 1947

Quinn Brothers and Robbins
703 S. 16th St.
Boise, Idaho

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2952 which was awarded to you on November 25, 1947 by the State Highway Commission, covering the Adrian-Wilder Section of the Adrian-Parma, Adrian-Caldwell and Adrian-Arena Valley Highway in Malheur County.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
NOV 28 1947
FOR FILING

123-1037

November 26, 1947

Quinn Brothers & Robbins
703 South 16th
Boise, Idaho

Gentlemen:

The State Highway Commission on November 25, awarded you the contract for grading, surfacing and oiling on the Adrian-Wilder Section on three secondary highways in Malheur County. This award was based on your low bid of $62,862.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

RECEIVED
[illegible] 1947
FOR FILING

123-1037

Charge to the account of ______________________________ $ ______

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

STRAIGHT WIRE

BOISE, IDAHO
26 NOVEMBER 1947

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

CONFIRMING

ATTENTION: W. C. WILLIAMS

IDAHO CONCURS IN PROPOSED AWARD OF ADRIAN-WILDER PROJECT TO QUINN-ROBBINS ON BASIS OF THEIR LOW BID.

R. W. SINCLAIR
COMMISSIONER OF PUBLIC WORKS

CHARGE: BUREAU OF HIGHWAYS

NOTED
W. C. WILLIAMS

30-8303 Pilot Rock-Ukiah Rock Production
2953 Pendleton-John Day Highway 1947

RECEIVED
FOR FILING

30-8303

2953

Mrs Lewis

January 25, 1951

Northwestern Fuel Company
Livestock Exchange Building
North Portland, Oregon

Gentlemen:

We acknowledge with thanks your letter of January 22 concerning the status of your claim filed against F. J. Dussault and Frank A. Smith, State Highway Contract 2953. You advise that your company has accepted final payment on your claim in connection with this contract.

We will notify the contractor and the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-25-51, gl

Mr Lewis

January 25, 1951

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

In connection with State Highway Contract 2953 awarded to F. J. Dussault and Frank A. Smith for rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County, Northwestern Fuel Company on March 28, 1949, filed a claim against the above contract in the sum of $2,697.12. Today we have received a letter from the Northwestern Fuel Company in which they advise as follows:

> * * * This letter is to advise you that upon the advice of our attorneys, we have accepted a settlement as final payment of our claim for work performed in connection with this contract. * * *

This information is provided as the Glens Falls Indemnity Company appears as surety on the performance bond furnished in connection with State Highway Contract 2953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Rodgers Insurance Agency
Title and Trust Building
Portland 4, Oregon

Mr. F. J. Dussault
2014 N. W. Glisan Street
Portland 9, Oregon

Commissioners

Mr. R. H. Baldock

Mr. W. C. Williams

1-25-51

NORTHWESTERN FUEL COMPANY
LIVESTOCK EXCHANGE BUILDING
NORTH PORTLAND, OREGON

January 22, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Refrence is made to your letter of January 22, 1951 relative to your State Highway Contract No. 2953 with Fred Dussalt and Frank A. Smith.

This letter is to advise you that upon the advice of our attorneys, we have accepted a settlement as final payment of our claim for work performed in connection with this contract.

Your kindness in writing to ask whether we had been paid is very much appreciated.

Very truly yours,

J. Nance

Joseph A. Nance
President

RECEIVED
JAN 25 1951
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO Querry – who knows
BY SECRETARY
usual letters
served on award

NOTED ON CARD
1-25-51 jgl

RECEIVED
JAN 26 1951
FOR FILING

30-8303

2953

January 25, 1951

Oregon State Highway Commission

Gentlemen:

Through an error completion date on Contract No. 2953, with Frank A. Dusseault for furnishing crushed material in stockpiles on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County, was given as June 6, 1948, in the letter for acceptances at the January meeting. The correct completion date of this contract was January 5, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
JAN 31 1951
FOR FILING

30-83 c 2

2953

OREGON STATE HIGHWAY COMMISSION
(date)
Jan. 22, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
2953	6-final	F. J. Dussault

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6447	349705	$ 550.33	5/4/1949

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Nov. 30, 1948

Time Extensions: Extended to Jan.15, 1949 without penalty

Completion Date: Jan. 5, 1949

Date Accepted: Jan. 23, 1951

Penalties: None of record

Claims: None outstanding of record

Remarks:

- -

Date: 1-30-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
[illegible]

Warrant Mailed: JAN 31 1951 A. A. Wicklander

Mr. Glaisyer

The assignment has now been added to Dussaults warrant by the Sec. of State after forwarding assignment form to him showing Glens Falls Ind. Co. as assignee.

Are holding assigned warrant for your release.

aaw

AUG 16 1950

OREGON STATE HIGHWAY COMMISSION

[illegible] warrant [illegible] acceptance [illegible]

Jan. 22, 1950
(Date)

2953 6-final
(Contract No.) (Est. No.)

F. J. Dussault
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
6447	349705	550.33	5/4/1949
~~xxxxx~~			

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 30, 1948

Completed: Jan. 5, 1949

ACCOUNTING DIVISION

Contract Accepted: NO

Time Extensions: **Extended to Jan. 15, 1949**

Penalties: **None of record**

Claims: **There is one of record**

Remarks:

Date:

Accounting Division: 3/23/50

~~Release of the above warrant is hereby authorized:~~

Hold warrant until further advised by me.

H. B. Glaisyer

Warrant Mailed: HBGlaisyer Jr

F. J. Dussault
(Contractor)

Contract No. 2953 Est. NO. 6-final

Warrant No. 349705 Date May 4, 1949

Am't $550.33
The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted no

Time Extensions

Claims

Remarks:

Hold warrant

Date: 1-16-50

Release of the above warrant is hereby authorized.

Warrant mailed, (date)

RECEIVED
JAN 26 1951
FOR FILING

30-8303

2953

Mrs Lewis

January 22, 1951

Glens Falls Indemnity Company
San Francisco 4, California

Attention Mr. F. E. Van Dorn

Gentlemen:

We have your letter of January 18 concerning the status of final payment on State Highway Contract No. 2953 which was awarded to F. J. Dussault and Frank A. Smith for rock production on the Pilot Rock-Ukiah section of the Pendleton-John Day Highway in Umatilla County.

Our records show that, as stated in your letter, an assignment has been made to your surety company for monies to be paid on this contract. We are also advised that this contract should be placed on the list of contracts to be accepted by the Commission at its meeting January 23 and 24, 1951. Under normal conditions, final payment in the amount of $550.33 should be made about ten days after the job has been accepted.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAM:ehr

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, SECRETARY
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

J. H. BRAY
SUPERINTENDENT OF CLAIMS

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

SAN FRANCISCO 4, CALIFORNIA

January 18, 1951

Oregon State Highway Comm.
Salem, Oregon

Attention: H. B. Glaisyer

Re: 71S 45792 - F. J. Dussault & Frank A. Smith - Ore. State Highway Comm. Contract #2953

Gentlemen:

Your records will show that several months ago we had correspondence with your office in connection with a claim of Northwestern Fuel Company filed with you against the F. J. Dussault and Frank A. Smith contract #2953. This claim was settled and paid by us on September 1, 1950. We also assisted Mr. Dussault in removing from State property his crusher which he was obliged to do under the terms of his contract. Sofaras we know therefore the contractors have now fully preformed their obligation.

Under date of 14 August 1950 F. J. Dussault made an assignment to this Company of any moneys due or to become due him from the Oregon State Highway Commission. We believe that the original of this assignment is on file with you. Under the circumstances we should appreciate your advices as to when we may expect receipt of the balance of the moneys due under this contract. We have been informed that the final payment should total $550.33.

To be accepted 1-23/24-51
final est. $550.33

Very truly yours,

F. E. Van Dorn
F. E. VAN DORN
Supervisor
Fidelity & Surety Claims

FEVD/bjm
cc: Portland Claims Office
cc: Rogers Ins. Agency

RECEIVED
JAN 22 1951
OREGON
COMMISSION

RECEIVED
JAN 23 1951
FOR FILING

30-8303

2953

January 22, 1951

Northwestern Fuel Company
116 Livestock Exchange Building
North Portland, Oregon

Gentlemen:

On March 28, 1949, we received a letter from you advising that F. J. Dussalt and Frank A. Smith owed your company $2,657.12 in connection with State Highway Contract No. 2953.

We now have word that this bill was paid on September 1, 1950. Will you kindly confirm this or advise us if there is still an unpaid balance due you.

Your early reply will be appreciated so that this matter can be cleared up on our records.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

RECEIVED
AUG 16 1950
FOR FILING

30-8303
2953

August 16, 1950

Mr. M. H. Hawke
Auditor

Attention: Miss Wicklander

I acknowledge original assignment given by Mr. F. J. Dussault to Glens Falls Indemnity Company, c/o Rogers Insurance Agency, Portland, for all monies due or to become due Mr. Dussault for work performed on Contract No. 2953, for furnishing crushed rock in stockpile on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County.

It is my understanding that you have the signed copy of this assignment, which you are delivering to the Secretary of State with the final voucher, which happens to be the only estimate remaining to be paid. That is quite satisfactory. The assignment is okey and we are honoring it.

Secretary

HFO:ts

cc - F. A. Query

Mr. Query: I attach the assignment referred to in the above note to Mr. Hawke. Please have Mrs. Lewis record this on the card and then file it in Contract No. 2953.

NOTED ON CARD
8-16-50, gf

FORM E-30 25M 4-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

AUG 15 1950

SUBJECT:

To:

Mr. Glaisyer =

Carl tells me that there was no letter of transmittal attached to assignment blanks- Have also checked with Mr. Hawke's office and they also tell me assignments came without letter. However, Carl says there's a possibility that Mr. Proberts' office may have it since the assignments came to his desk attached to some yellow estimate vouchers from Mr. Proberts' office.

aaw

NOTE TO Harris
DATE 8/16

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 10, 1950

NOTED
H. B. GLAISYER

NOTED
F. QUERY

REFERRED TO
Query
BY SECRETARY

noted question

noted
gl

Rodgers Insurance Agency
303 Title and Trust Building
Portland, Oregon

ATTENTION: Mr. Alan Hunter

Gentlemen:

Acting upon the request of Mr. H. B. Glaisyer, Commission Secretary, I forward herewith our standard assignment of claim form made out in favor of the Glens Falls Indemnity Company, care of your agency, prepared for the signature of Mr. F. J. Dussault and covering all monies due or to become due in connection with his contract No. 2953. The amount actually involved is a warrant for $550.33 representing the final payment on this contract which warrant is now held by our Ledger Section pending completion of this transaction.

There are five copies of the form enclosed. One copy may be retained by yourself, one copy by the contractor, and the original and first two copies should be signed by Mr. Dussault and returned to the Oregon State Highway Commission, at Salem, attention Mr. H. B. Glaisyer, Secretary to the Commission.

Upon the return of these properly signed forms the original will be presented to the Secretary of State with a request that his office add the assignment notation to the warrant now being held which may then with the approval of Mr. Glaisyer be released to your Company.

Very truly yours,

M. H. HAWKE
Auditor

by Carl F Smith
Carl F. Smith
Claims Supervisor

CFS:rs
encl.

cc: H. B. Glaisyer

RECEIVED
AUG - 2 1950
FOR FILING

30-8303

2953

July 31, 1950

Mr. F. J. Dussault
2014 N. W. Glisan
Portland 9, Oregon

Dear Sir:

We must insist that you remove your equipment immediately from the Pilot Rock-Ukiah Section of the John Day-Burns Highway, Contract No. 2953, in order that the job can be finaled. We have been very patient with respect to the movement of this equipment and do not feel that any further delay is necessary because of your health.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Glens Falls Indemnity Company
Attention: Rogers Insurance Agency, Inc.
803 Title and Trust Building
Portland 4, Oregon

Mr. H. G. Smith

Mr. E. F. Chidsey

RECEIVED
FEB 16 1950
FOR FILING

2953 Mrs Lewis

30-8303

2953

February 9, 1950

Glens Falls Indemnity Company
Mills Tower
San Francisco 4, California

Attention: Mr. F. E. Van Dorn

Gentlemen:

This is to acknowledge your letter of February 2 concerning Northwest Fuel Company's claim against F. J. Dussault and Frank A. Smith's Contract 2953, advising that the Fuel Company's claim has been reduced to approximately $400.00.

We are very sorry to hear that Mr. Dussault has been so seriously injured and hope that he recovers rapidly.

We will appreciate your advising us of any developments that come to your attention on this claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ED ON CARD
2-9-50

note on card

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

J. H. BRAY
SUPERINTENDENT OF CLAIMS

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

SAN FRANCISCO 4, CALIFORNIA

NOTED
R. B. GLAISYER

February 2, 1950

Oregon State Highway Comm.
Salem, Oregon

Re: Bond 317393 - F. J. Dussault & Frank A. Smith - Oregon State Highway Commission - Contract #2953 - Stockpiling gravel at Pilot Rock, Oregon.

Gentlemen:

In response to your letter of January 16, 1950, we have been advised by Mr. Allyn R. Hunter of the Rodgers Insurance Agency, Inc. that the claim of the Northwest Fuel Company to which you refer in the first paragraph of your letter has been reduced to approximately $400.00. At the present time Mr. Dussault is in the hospital recovering from a very serious accident. However, our latest information is to the effect that he will get well and as soon as he is out of the hospital matters concerning this contract will be taken care of by him.

Very truly yours,

F E Van Dorn

F. E. VAN DORN
Supervisor
Fidelity & Surety Claims

FEVD/bjo

NOTED ON
2-6-50

RECEIVED
FEB 3 1950
FOR FILING

Files

NOTED
H. B. GLAISYER

GILLEY, HUMPHREYS & SERCOMBE
ATTORNEYS AT LAW
904 YEON BUILDING
PORTLAND 4, OREGON
BROADWAY 5484

ROBERT W. GILLEY
LESTER W. HUMPHREYS
R. H. SERCOMBE

ASSOCIATES
BARGE E. LEONARD
CHESTER G. MURPHY
L. C. BINFORD
DONALD C. WALKER

30-9343

2953

January 31, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Your letter addressed to Northwestern Fuel Company has been referred to us as their attorneys for reply.

The letter had reference to the revised statement of the claim of Northwestern Fuel Company against Fred Dussault for hauling and stockpiling gravel, amount to $2329.62, on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway, being our contract No. 2953.

We wish to advise you that Northwestern Fuel Company has not received a settlement of this account and that the balance which is due and owing to Northwestern Fuel Company on this account is in the sum of $529.62.

Very truly yours,

GILLEY, HUMPHREYS & SERCOMBE

By Lester W Humphreys

LWH/nb

2-1-50 gl

RECEIVED
JAN 17 1950
FOR FILING

30-8303

2953

January 16, 1950

Northwestern Fuel Company
116 Livestock Exchange Bldg.
North Portland, Oregon

Gentlemen:

Reference your letter of May 2 and attached copy of your letter to Fred Dussault with revised statement of your claim for hauling and stockpiling gravel, amounting to $2329.62, on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway, being our contract No. 2953.

Will you please notify this office as to whether or not you have received a settlement of this account so that we can release final payment to the contractor at the earliest possible date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
JAN 17 1950
FOR FILING

30-8303

2953

January 16, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, California

Attention: F. H. Van Dorn, Supervisor,
Fidelity and Surety Claims

Re - Bond 317393 - F. J. Dussault & Frank A. Smith, assigned to United States National Bank, Main Branch, Portland - Oregon State Highway Commission - Contract No. 2953 - stockpiling gravel at Pilot Rock, Oregon

Gentlemen:

In your letter of April 28 you advised us that you were investigating the claim of the Northwestern Fuel Company to determine whether their claim in the amount of $2,657.12, later revised to $2,329.62, was in order and why it had not been paid. To date we have not heard from you as to your findings in the matter.

Since the Highway Commission is ready to make final payment on the above job as soon as the contractor has moved his equipment from the premises and a satisfactory settlement has been made of this claim, will you please advise us regarding this matter at your earliest convenience.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
1-16-50 gl

Mr. F. J. Dussault
2014 N. W. Glisan St.
Portland 9, Oregon

RECEIVED
MA 1 [illegible]
FOR FILING
[illegible]
2953

NORTHWESTERN FUEL COMPANY
116 LIVESTOCK EXCHANGE BUILDING
NORTH PORTLAND, ORE.

May 4, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Reference is made to your letter of May 3 in which you acknowledge receipt of our letter enclosing a copy of a revised statement to Mr. Fred Dussault.

We very much appreciate the kindness of your letter and the suggestion that we file a claim with the Secretary of State in order to protect it beyond the ordinary period of six months after completion and acceptance of the job. The matter has been discussed with the surety and a representative of the company advised us that he will recommend to Mr. Dussault, prompt payment of the claim.

Very truly yours,

JANance

Joseph A. Nance
President

JAN:gac

RECEIVED
MAY 5 - 1949
OREGON
STATE HIGHWAY COMMISSION

N[illegible]ED
QUERY

Mrs. Lewis

note

R. H. GRIFFITH, VICE-PRESIDENT
R. LYNN COLOMB, ASST. MGR.
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CAL.

ARTHUR M. COLOMB
SUPERINTENDENT BONDING DEPT.

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

SAN FRANCISCO, 4, CALIF.

April 28, 1949.

Oregon State Highway Commission,
Salem, Oregon.

Re - Bond 317393 - F. J. Dussalt and Frank A. Smith -
Oregon State Highway Commission -
Contract 2953 - stock piling gravel at Pilot Rock, Oregon.

Gentlemen:

We have your letter of April 1, 1949, with respect to an alleged amount of $2,657.12 due the Northwestern Fuel Company from the above contractor.

We are investigating this matter to determine whether the bill is in order and ~~if~~ why it has not been paid.

Very truly yours,

F. E. Van Dorn

F. E. Van Dorn, Supervisor,
Fidelity and Surety Claims.

FEVD:MOB

RECEIVED
MAY 2 - 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON
4-28-49 jl

RECEIVED
MAY 9 - 1949
FOR FILING

30-8303

2953

2950

"Mrs. Lewis" note

May 3, 1949

NOTED
H. B. GLAISYER

Northwestern Feul Company
116 Livestock Exchange Building
North Portland, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of May 2nd to which was attached a copy of a letter written by yourself to Fred Dussault concerning revision of an amount due you from the contractor.

The revised statement shows a balance due from the contractor of $2,329.62 as against the original claim as made on March 28th of $2,657.12. We will notify the surety of the revised amount of the claim.

If you feel that it is necessary, we might suggest that you file your claim with the Secretary of State to protect it beyond the ordinary period of six months after the job is completed and accepted by the Highway Commission. A copy of the Oregon Law outling such a procedure is attached for your convenience.

This job was completed on January 5, 1949, but has not yet been accepted.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
5-13-49

NORTHWESTERN FUEL COMPANY
116 LIVESTOCK EXCHANGE BUILDING
NORTH PORTLAND, ORE.

May 2, 1949

State Highway Commission
Salem, Oregon

Gentlemen:

We enclose with this letter a copy of our letter to Mr. Fred Dussault relative to an unpaid claim by our company in connection with your contract 2953 for rock production on the Pilot Rock-Ukiah Section.

The purpose of the letter is to advise you that final settlement with this company has not been made in connection with our hauling contract.

Very truly yours,

Joseph A. Nance
President

JAN:gac
enc

RECEIVED
MAY 3 - 1949
OREGON
STATE HIGHWAY COMMISSION

[illegible] IN CARD
5-3-49 gjc

May 2, 1949

Mr. Fred Dussault
2014 N. W. Glisan St.
Portland, Oregon

Dear Mr. Dussault:

We enclose with this letter a corrected invoice 2050-A in the amount of $2,329.62 which covers the remaining balance due this company on our hauling contract at Pilot Rock, Oregon.

This invoice supplements the invoices previously mailed to you in the amount of $2,657.12. The correction is made in view of the fact that the Highway Commission has advised us by letter that the total yardage amounted to 14,631.3 yards rather than the amount given us by the Project Engineer.

It is requested that immediate settlement of this account be made in as much as it has been permitted to remain open for several weeks and we are currently in need of the funds.

Very truly yours,

Joseph A. Nance
President

JAN:gac
enV

5-3-49,

NORTHWESTERN FUEL COMPANY
116 LIVESTOCK EXCHANGE BUILDING
NORTH PORTLAND, ORE.
UNIVERSITY 3633

INVOICE NO. 2050-A

May 2, 1949

SOLD TO: Fred Dussault
2014 N. W. Gliman St.
Portland, Oregon

CUSTOMER'S ORDER NO.

Hauling and Stockpiling Gravel at Pilot Rock:

10,321.0 yards at	$ .90	$9,288.90	
4,310.3 yards at	1.00	4,310.30	
11 Hours rental on truck @	4.00	44.00	$13,643.20
Less:			
October Payment		$2,430.00	
December Payment		2,758.05	
January Payment		2,567.70	
February Payment		3,557.83	11,313.58
Balance Due			$ 2,329.62

RECEIVED
MAY 9 - 1949
FOR FILING

30-8303

2953

Mrs. Lewis note on card

May 3, 1949

Glens Falls Indemnity Company
West Coast Department
Mills Tower
San Francisco, California

NOTED
H. B. GLAISYER

Gentlemen:

We have today received a letter and a statement from the Northwestern Fuel Company of 116 Livestock Exchange Building, advising that the amount of their claim has been revised from $2,657.12 to $2,329.62. They also state that as of May 2nd, final settlement has not been made to them.

This is in connection with our Contract No. 2953 with F. J. Dussault for rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2953.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Rodgers Insurance Agency
Title & Trust Building
Portland 4, Oregon

F. J. Dussault
2014 N. W. Glisan Street
Portland, Oregon

NOTED ON CARD
5-3-49 S C

RECEIVED
APR 1 1949
FOR FILING

30-8303

2953

April 1, 1949

Northwestern Fuel Company
Livestock Exchange Building
Portland, Oregon

Attention: Mr. Nance

Gentlemen:

In reply to your phone call of yesterday regarding the quantities on our Contract 2953 with Mr. Dussault for rock production on the Pilot Rock-Ukiah Section, we can advise that according to the figures as shown on the final estimate dated January 5, 1949, the following quantities have been produced:

	Size of Rock	Cu. yds.
	1 1/4 - 3/4	1730.2
	3/4 - 1/4	5112.7
	1/2 - 1/4	4533.8
	1/4 - 0	3071.7
	Screen rejects	182.9
Price Agreement 1	3/4 - 1/2	30.4
" " 1	1/2 - 1/4	132.
" " 1	1/4 - 0	73.7

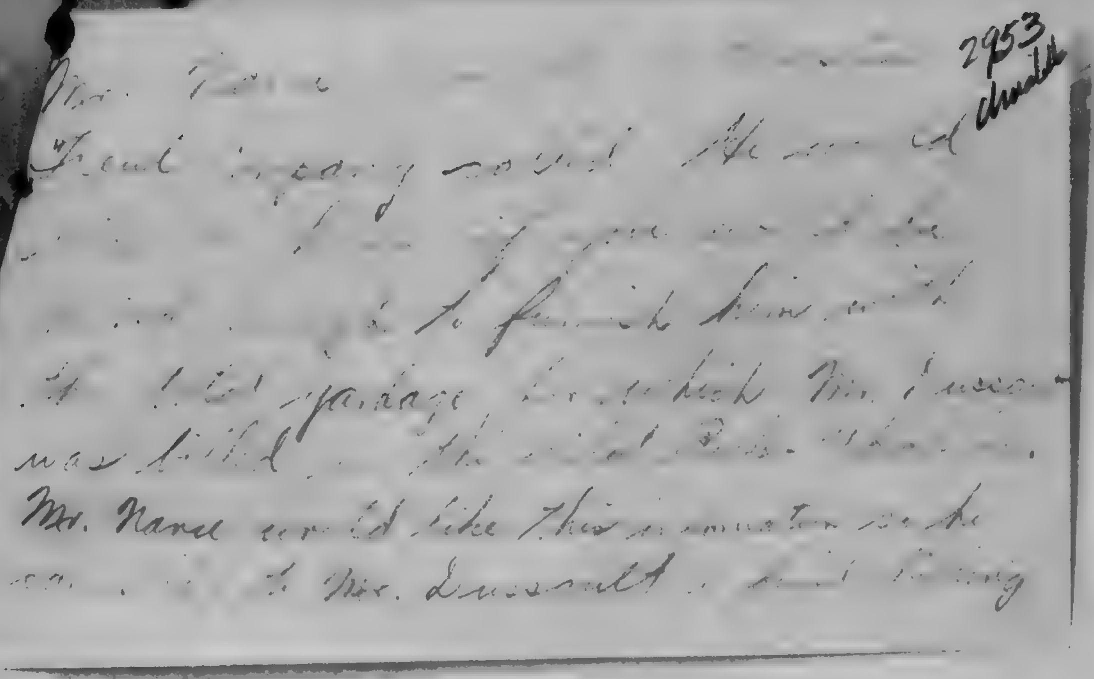
The final estimate in the amount of $550.33 is to be paid to the contractor after the job has been accepted by the Commission which will probably be on April 11 or 12.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md



2953 [illegible]

Mr. [illegible]

[illegible] inquiry [illegible]. He would [illegible] if you would be [illegible] to furnish him with the [illegible] yardage in which Mr. Dussault was killed. [illegible]. Mr. Nance would like this information as he [illegible] Mr. Dussault. [illegible]

aggregate	cu. yds.
1 1/4-3/4	1730.2
3/4-1/4	5112.7
1/2-1/4	4533.8
1/4-0	3071.7
Screen rejects	182.9
PA 1-3/4-1/2	30.4
PA1 1/2-1/4	132.
PA1 1/4-0	73.7

Est 6 Final
1-5-49

Final est $550.33

RECEIVED
APR 1949
FOR FILING

30-8303

2953

Mrs. Lewis

April 1, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a claim from the Northwestern Fuel Company, 116 Livestock Exchange Building, North Portland, Oregon, in the amount of $2,657.12 which they claim is due them for hauling and stockpiling gravel at Pilot Rock under what appears to be our Contract No. 2953 with F. J. Dussault for rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Rodgers Insurance Agency
Title & Trust Building
Portland 4, Oregon

Mr. F. J. Dussault
2014 N. W. Glisan Street
Portland, Oregon

COPY

NORTHWESTERN FUEL COMPANY
116 LIVESTOCK EXCHANGE BUILDING
NORTH PORTLAND, ORE.
UNIVERSITY 3633

INVOICE NO. 2050-A

February 10, 1949

SOLD TO: Fred Dussault
2014 N. W. Glisan Street
Portland, Oregon

CUSTOMER'S ORDER NO.

Hauling and Stockpiling Gravel at Pilot Rock:

10,321 yards	$ .90	$9,288.90	
4,637.8 yards	1.00	4,637.80	
11 hours Rental on Truck @	4.00	44.00	$13,970.70
Less:			
October Payment		$2,430.00	
December Payment		2,758.05	
January Payment		2,567.70	
February Payment		3,557.83	11,313.58
Balance Due			$ 2,657.12

RECEIVED
APR 4 1949
FOR FILING
30-8303
2953

Mrs. Lewis

April 1, 1949

Northwestern Fuel Company
116 Livestock Exchange Building
North Portland, Oregon

Gentlemen:

This is to acknowledge your letter of March 28 in which you state that F. J. Dussault still owes your company $2,657.12 for hauling and stockpiling gravel at Pilot Rock under what appears to be our Contract 2953 for rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County.

Receipt of this claim will be noted on our records and we will advise the surety and the contractor.

If you wish to protect your claim beyond the ordinary period of six months after the job is completed and accepted, we suggest that your claim be filed with the Secretary of State. We are enclosing an excerpt from the Oregon Law outling the procedure.

The above job was completed January 5, 1949, and it is expected that it will be accepted by the Commission on April 11 or 12, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD

NORTHWESTERN FUEL COMPANY
116 LIVESTOCK EXCHANGE BUILDING
NORTH PORTLAND, ORE.

March 28, 1949

REFERRED TO
H B Glaisyer
H. HAWKE, CHIEF ACCOUNTANT
Final pay out
on certification

State Highway Commission
Salem, Oregon

Gentlemen:

We enclose, with this letter, copy of our invoice No. 2050-A to Mr. Fred Dussault, 2014 N. W. Glisan Street, Portland, Oregon, dated February 10, 1949, covering charges and payments in connection with our stockpiling contract at Pilot Rock, Oregon.

The purpose of this letter and invoice is to advise the Commission and the Surety that there is still a balance due this company of $2,657.12.

It is requested that consideration be made towards a full settlement of the account, on or before, the payment of the final estimate.

Very truly yours,

Joseph A. Nance,
President

JAN:gac
enc

REFERRED TO [illegible]
BY SECRETARY
[illegible]

NOTED ON CARD

RECEIVED
MAR 18 1949
FOR FILING

30-8603

2953

March 17, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2953 for rock production on Pilot Rock-Ukiah Section of the Pendleton-John Day Highway in Umatilla County, has been completed by the contractor, F. J. Dussault, and that final payment in the amount of $550.33 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $38,462.81, and that no force account work was performed on the project. This contract was completed on January 5, 1949 but has not as yet been accepted by the Highway Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

3-17-49 gl

RECEIVED
MAR
FOR FILING

30-8303

2953

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 2, 1949

REFERRED TO
BY SECRETARY

Filing
note on card

NOTED
H. B. GLAISYER

Mr. F. J. Dussault
2014 N. W. Glisan Street
Portland, Oregon

Dear Sir:

We have received back properly signed our voucher No. 2600 written in your favor for $4,727.68, and covering Estimate 5 Semi-final on contract No. 2953.

This voucher was returned to you on February 24 for an additional signature and with a request that you submit a written release of assignment from the US National Bank of Portland as you had indicated on the attached assignment form that the arrangement with the bank had been completed and you wished to cancel the assignment.

You accompanied this second return of the voucher with a letter of February 25, stating that you had crossed out the cancellation and suggesting that we mail this warrant direct to the bank as being, in your opinion, the simplest way of handling this particular payment.

We have just received, however, in the same mail with your letter, a letter addressed to us from the US National Bank of Portland independently replying to the carbon copy they received from this office, of my letter to you of the 24th. In their letter, which is dated February 26, they very definitely and fully release the assignment on this contract. Following a conversation with the secretary of our Commission, I wish to advise that we are cancelling the assignment on this contract accordingly, and that we are removing from this present voucher, the assignment form and the notation of assignment. The warrant in the amount of $4,727.68 when issued, will therefore, be written directly to you and mailed to you. When the final payment on this contract is vouchered, it, too, will be written directly in your favor.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by Carl F. Smith
Carl F. Smith
Accounting Division

cfs/rs
cc US National Bank of Portland
H. B. Glaisyer

NOTED ON CARD
3-2-49 C

RECEIVED
FEB 22 1949
FOR FILING
30-8303
2953

February 21, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F.J. Dussault, on contract No. 2953, covering rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway, in Umatilla County. This payment, in the amount of $4,727.68, will be made on or after March 3, 1949. The retained percentage is $1,172.55.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Glens Falls Indemnity Co.
Rodgers Insurance Agency
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

2-21-49 g

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #22 Final Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 7, 1949

Section Pilot Rock-Ukiah

Kind of work Rock Production

Highway Pendleton-John Day

Section prefix 30-8303

Contractor F. J. Dussault & Frank A Smith

Contract number 2953

Date of Contract November 23, 1947

Date of completion November 30, 1948

Date work started June 2, 1948

Estimated date of completion January 5, 1949

Amount of contract $35,904.00

Per cent of time elapsed 110.2 %

Estimated cost of completed project, exclusive of engineering $39,296.31

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $2,066.14, 93.8 %*

Date project was completed January 5, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor started work on quarry June 2, 1948 and began crushing rock Sept. 2, 1948. They had a great deal of power trouble until finally getting on another motor when they began doing better.

Got through crushing Jan. 4 and finished shaping piles Jan.5, 1949.

The crushing equipment is still at the quarry site on this date and the contractor will probably not be able to remove the equipment before spring.

Semi-final sent to La Grande February 8th.

NOTED
H. W. LIBBY

NOTED
W. C. WILLIAMS

NOTED
SMITH

Signed A. S. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			14,650		
Estimated quantities moved or placed to date			14,650		
Average daily quantities			150		
Average daily quantities necessary to complete project on time					
Number shifts per day			0		
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.............., Power graders.............., Rollers.............., Mixers.............., Crushing or screening plants..............

Compressors.............., Bulldozers.............., Sheep-foot rollers.............., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Snow		
Monday	Cloudy		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FEB 4 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FEB 2 1949
FOR FILING

30-8302

2953

February 1, 1949

Mr. F. J. Dussault
2014 N. W. Glisan St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 46 days, from November 30, 1948 to January 15, 1949, within which to complete your contract No. 2953 for rock production on the Pilot Rock-Ukiah Section of Pendleton-John Day Highway in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

N. G. Smith

NOTED ON CARD

2-1-49 g

RECEIVED
JAN 18 1949
FOR FILING

37-8[illegible]

January 17, 1949

Oregon State Highway Commission

Request for extension of time
No. 8
January 24 and 25 meeting

Gentlemen:

Herewith a request from F. J. Dusenault and Frank A. Smith for an extension of time on their contract, No. 2921, Pilot Rock-Ukiah Rock Production Project, from November 30, 1948 to January 15, 1949.

Extremely bad weather conditions hampered the contractor considerably during the latter portion of his contract, and he was unavoidably delayed on this account.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
OCT 29 1948
FOR FILING

30-8203

953

October 28, 1948

Northwestern Fuel Company
116 Livestock Exchange Building
North Portland, Oregon

Gentlemen:

In confirmation of our telephone conversation of today we have been informed that the first payment to Mr. Dussault under his Contract 2953 for rock production on the Pendleton-John Day Highway near Pilot Rock will be made about November 1.

This payment is in the amount of $7,128 and will be made to The United States National Bank, Main Branch, Portland, by reason of an assignment made.

If you feel that it is necessary to file a claim against this job we would suggest that you contact the surety which is the Glens Falls Indemnity Company and whose agent is the Rodgers Insurance Agency, Title and Trust Building, Portland 4. Also, to protect your claim beyond the period of six months after completion and acceptance of the job you might wish to file a claim with the Secretary of State. We are enclosing an excerpt from the Oregon law outlining the necessary procedure.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

9T

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JUN 18 1948
FOR FILING

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[illegible]

Salem, Oregon

Assignment in connection with
Contract No. 2953

Mr. Malcolm H. Hawks

Attached for your records and files is a copy of a letter dated June 17, 1948, from Rogers Insurance Agency, Inc., agent for the Glens Falls Indemnity Company, consenting to the assignment by F. J. Dussault to the Main Branch of the United States National Bank, Portland, of all monies due or to become due him in connection with his contract with the State Highway Commission for rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway, in Umatilla County.

It is satisfactory to make future payments in connection with this job to the U. S. National Bank, Portland, in conformity with the provisions of the assignment, a signed copy of which I previously forwarded to you.

Secretary

HBC:reo
Attch.

cc - Mr. S. H. Probert
Mr. Floyd Query

Attached is the assignment and the original letter from the surety consenting to this assignment as referred to above. These are to be filed in the contract, together with a copy of my letter advising the surety of the dissolution of the partnership of Dussault and Smith and the original of the surety's letter consenting to the dissolution. Full information concerning these letters should also be put on the card.

H.B.C.

mnity Company
of Glens Falls, N.Y.

RODGERS INSURANCE AGENCY, INC.

803 Title & Trust Building

Portland 4, Oregon

June 17, 1948

COPY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Reference: F. J. Dussault, Contract No. 2953

Gentlemen:

In referring to the above mentioned contract and your letter of June 14, 1948 in regard to the consent of the bonding companys permission to make the assignment of said monies due or to become due on Contract No. 2953, we hereby give our consent to the Oregon State Highway Commission to assign these monies to the Main Branch of the United States National Bank, Portland, Oregon.

Yours very truly,

/s/ ALLYN R HUNTER

ALLYN R. HUNTER, ATTORNEY-IN-FACT FOR GLENS FALLS INDEMNITY CO.

ARH:gd

cc - Lynn Colomb
Glens Falls Indemnity Co.
Oscar A. Wilson, Ass't Cashier
U.S. National Bank
F. J. Dussault

RECEIVED
JUN 4 1948
FOR FILING

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2953

June 1, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

On November 25, 1947, the State Highway Commission awarded to F. J. Dussault and Frank A. Smith, copartners, contract for rock production on the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway, in Umatilla County, Oregon. In this connection the successful bidder was required to furnish the state a surety bond to guarantee satisfactory completion of the project and to protect claims that might arise in connection with it. Our records disclose that the Glens Falls Indemnity Company wrote this bond through its agents, Rogers Insurance Agency, Portland.

It now appears that Mr. Frank A. Smith, one of the copartners, is mentally diseased and his wife, Stella Alice Smith, has been appointed his guardian by the Circuit Court of Multnomah County; further, that Mr. F. J. Dussault, the other copartner, has applied for dissolution of the partnership under the uniform partnership law, Chapter 350, Oregon Laws, 1939, and that his application was granted. A copy of the decree of the Circuit Court of Multnomah County dissolving the partnership is on file in the office of the State Highway Commission.

The decree ordered and adjudged that Mr. Dussault would be the sole owner of State Highway Contract No. 2953 and that he personally has all obligations, duties, privileges, rights to profits, or otherwise, and liabilities for losses under this contract.

Since, by order of this decree, Mr. Dussault is now solely liable for the completion of the contract, all future payments made by the State Highway Commission under the above-mentioned contract for work either heretofore done or hereafter done will be made to Mr. Dussault in his individual capacity.

The purpose of this letter is to bring the situation to your attention and to request your consent to the prescribed procedure. Immediate reply is respectfully requested so as to avoid delay in making further payments under this contract as they become due.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MG:se 6/2

cc - Glens Falls Indemnity Company
Rogers Insurance Agency, Agents
Title and Trust Building
Portland 4, Oregon

Mr. F. J. Dussault
2014 N. W. Glisan
Portland 9, Oregon

Mr. S. H. Probert
Mr. Floyd Query

NOTED ON CARD

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

May 25, 1948

Mr. R. H. Baldock
State Highway Engineer
Office

704

Dear Mr. Baldock:

Re: Rock Production Project -
Pilot Rock-Ukiah Section of
Pendleton-John Day Highway,
Contract No. 2953, Awarded
11/25/47 to F. J. Dussault and
Frank A. Smith, Copartners.

This is to advise you that Mr. Frank A. Smith is mentally diseased, and that his wife, Stella Alice Smith, has been appointed his guardian in the Circuit Court of Multnomah County.

Upon suggestion of Mr. Devers, the remaining partner, Mr. F. J. Dussault has made application to dissolve the partnership of Dussault and Smith under the uniform partnership law, Chapter 350, Oregon Laws 1939, and this office has received a copy of the decree of the Circuit Court of Multnomah County dissolving said partnership. The decree ordered and adjudged that Mr. Dussault would be sole owner of Contract No. 2953 with the State of Oregon, and that he personally has all obligations, duties, privileges, rights to profits, or otherwise, and liabilities for losses under the said contract.

By order of this decree, Mr. Dussault is now solely liable for the completion of the contract, and all future payments made by the State under the contract for work either heretofore done, or hereafter done, are to be made to Mr. Dussault in his individual capacity.

REFERRED TO Geary BY SECRETARY

Rec'd me re this MHB

Yours very truly,

J. M. DEVERS

By

G. V. NEUNER
Assistant Counsel

FRC

cc- Mr. H. B. Glaisyer

NOTE 30 Remarked no 8
DATE 6/1/[illegible]

FILED ON CARD
5-25-48, JR

RECEIVED
DEC 15 1947
FOR FILING

30-8303

December 12, 1947

F.J.Dussault & Frank A.Smith
2014 N.W. Glisan St.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2953, which was awarded to you on November 25, 1947, covering the Pilot Rock-Ukiah Section of the Pendleton-John Day Highway, in Umatilla County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
NOV 28 1947
FOR FILING

30-8303

November 26, 1947

F. J. Dussault and F. A. Smith
2104 Northwest Glisan
Portland, Oregon

Gentlemen:

The State Highway Commission on November 25, awarded you the contract for the Pilot Rock-Ukiah Rock Production Project on the Pendleton-John Day Highway in Umatilla County. This award was based on your low bid of $35,904.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

30-8304 Weston Mountain--Elgin Rock Prod.
2954 Weston-Elgin Second. Hwy. 1947

RECEIVED
R. H. Baldock
FOR FILING

30-8304
3154

NOTED
State Highway Engineer

May 20th, 1949

FINAL COST ANALYSIS
Rock Crushing
Rogers Construction Co., Contractor
O. G. McComb, Resident Engineer

Weston-Elgin Section
Prefix 30-8304

Weston-Elgin Highway
Contract #2954

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
4"-3/4" Crushed Rock	2,075.4	Cu. Yd.	$2.39	$2.80	$4,966.76	$5,811.12
3/4"-½" " "	6,356.6	" "	2.39	2.80	15,212.35	17,798.48
½"-¼" " "	4,708.5	" "	2.39	2.80	11,268.18	13,183.80
¼"-0" " "	2,759.5	" "	2.39	2.80	6,603.92	7,726.60
SP Screen Rejects	818.0	" "	0.25	0.25	204.50	204.50
Haul Adjustment, Favor of State	2,450.2	Yd. Mi.		- 0.10		- 245.02
PA #1, Clear & Grub Stockpile Sites		All			143.24	700.00
					$38,398.95	$45,179.48

Gross Revenue	$45,179.48
Total Cost	38,398.95
Net Profit	$6,780.53

Net Profit Equals 15.0% of Gross Revenue

Detail of Cost

Labor:		
Supervision	$1,000.00	
Labor	10,401.37	
State and Federal Taxes	1,280.54	
		$12,681.91
Equipment Rental & Miscellaneous:		
Equipment Rental	$8,520.84	
Rented Trucks, Fully Operated	11,014.24	
Gas, Oil & Grease	2,418.71	
Freight	178.78	
Hardware	25.20	
Lumber	85.85	
Explosives	797.03	
Small Tools & Misc.	692.22	
Bond	301.25	
Home Office & General Overhead	930.00	
		24,964.12
Rogers Home Office & General Overhead	$752.92	
		752.92
Total Cost		$38,398.95

Breakdown of Cost

Unit	Cost	Cubic Yards Produced	Cost per Cubic Yard
Move & Set Up Plant	$4,793.04	15,900	$0.30
Strip Pit	128.81	"	0.01
Quarry	2,031.36	"	0.13
Load & Haul to Crusher	4,187.94	"	0.26
Crush	8,841.16	"	0.56
Total Cost in Bunker	$19,982.31	15,900	$1.26
Haul to Stockpile	15,776.52	"	0.99
Stockpile	2,640.12	"	0.17
Total Cost in Stockpile	$38,398.95	15,900	$2.42

Remarks:

This was a "State Project" consisting of the crushing and stockpiling of 15,900 cubic yards of crushed rock. Work was started by the contractor September 14th, 1948, and completed November 6th, 1948.

While the project was bid by Rogers Construction Co., the entire project was handled by the Rush Construction Co. The total profit of $6,780.53 was divided between the two firms, Rogers receiving $2,872.06 for bidding the contract and backing Rush, and Rush receiving $3,908.47 for performing the work.

Equipment used consisted of the contractor's three-crusher portable crushing plant, 3/4 cubic yard shovel, one transport truck, two lowbed trailers, TD-14 tractor, compressor, two jackhammers, wagon drill and one pickup. All trucks for hauling to the crusher and from the crusher to the stockpiles was handled with hired trucks.

Total elapsed time from the start to the finish of the crushing was 376 work hours, of which 331 hours was actual work hours and 45 hours was down time due to inclement weather and mechanical breakdowns. Average production per elapsed hour was 45 cubic yards and per actual work hour was 48 cubic yards.

The quarry located at M.P. 26.8 was used by the contractor for all materials. Due to improper handling and wasting of scalping materials on previous contracts, the quarry was in very poor shape at the start of the work, but was cleaned up and an unlimited amount of excellent material was available. Drilling and shooting is very easy as wide-spaced down holes may be used and only a small amount of explosives is necessary to loosen the rock for digging.

Good equipment was used throughout for the work on this contract, excellent supervision materially reduced labor costs, fairly high production was maintained and a fair profit was shown on all items.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
DEC 9 1948
FOR FILING
308304

2954

November 30, 1948

Rogers Construction Company
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 30 days, from September 30 to October 30, 1948, within which to complete your contract No. 2954 for the Weston Mountain-Elgin Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
11-30-48 gl

RECEIVED
NOV 17 1948
FOR FILING

30-8304

2954

November 16, 1948

Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

This to advise you of the intention of the State Highway Commission to release to Rogers Construction Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2954 for rock production on the Weston Mountain-Elgin Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties. This payment, which is in the amount of $23,160.44, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,411.04. The present payment to the contractor will be made on or after November 26, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Sturm & Co.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

11-16-48 g l

RECEIVED
OCT 29 1948
FOR FILING

30-8304

2954

October 28, 1948

4-af

Oregon State Highway Commission

Request for extension of time
No. 17
November 3 and 4

Gentlemen:

Herewith a request from the Rogers Construction Company for an extension of time on Contract No. 2954, Weston Mountain-Elgin Rock Production Project, from September 30, 1948 to October 30, 1948.

Due to the late season and the fact that snow was several feet deep on the quarry site until late spring, the contractor was unable to set up his plant as anticipated. The Highway Department was not inconvenienced in any way, and there was no additional engineering cost due to this contract not having been completed on time.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

Form E-1—8M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct.23,1948, 19

Section Weston Mountain-Elgin

Kind of work Rock Production

Highway Weston-Elgin Secondary

Section prefix 30-8304

Contractor Rogers Construction Co.

Contract number 2954

Date of Contract Nov.25,1948, 19

Date of completion Sept.30,1948, 19

Date work started Sept.7,1948, 19

Estimated date of completion Oct.30,1948, 19

Amount of contract $44,240.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $44,240.00

Per cent of contract completed, based on total contract price 90 %

Engineering cost to date $ 1000, 38 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project will be complete by Saturday of this week.

Signed O. G. Mc[illegible]

Address LaGrande Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			34.4		
Miles partially completed			34.4		
Miles completed			34.4		
Total estimated quantities			15,800		
Estimated quantities moved or placed to date			15,800		
Average daily quantities			500		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JAN 12 1948
FOR FILING

30-8304

January 2, 1948

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16
Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on November 25, 1947 by the State Highway Commission, as follows:

Contract No. 2950, covering the Union Rock Production Project on the Old Oregon Trail and Medical Springs Highways in Baker and Union Counties.

Contract No. 2954, covering the Weston Mountain-Elgin Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties.

These contracts are for your records and files.

An executed copy of each of the above contracts are being sent to the surety on your bonds.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl
encls. 2

RECEIVED
NOV 28 1947
FOR FILING

30-8304

November 26, 1947

Rogers Construction Company
Route 15, Box 231
Portland, Oregon

Gentlemen:

The State Highway Commission on November 25, awarded you the contract for the Weston Mountain-Elgin Rock Production Project on the Weston-Elgin Secondary Highway in Umatilla and Union Counties. This award was based on your low bid of $44,240.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

F-309(4) Clear Cr.-Forest Bdry. Sec., 1947
Warm Springs Hwy.
#2955

RECEIVED
MAY 22 1950
FOR FILING

7-309(4)

2955

[illegible]

OREGON STATE HIGHWAY COMMISSION

May 18, 1950
(Date)

2955 (Contract No.)
20-final (Est. No.)
T. W. Thomas (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
7459	374734	9,186.49	May 17, 1950

[illegible]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: MAY 18 1950

FILED ON CARD
5-15-50 JC

OREGON STATE HIGHWAY COMMISSION

May 18, 1950
(Date)

2955 (Contract No.) 20-final (Est. No.) T. W. Thomas (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
7459	374734	9,186.49	May 17, 1950

[illegible]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Nov. 30, 1948 ACCOUNTING DIVISION

aaj

Completed: Sep. 10, 1949
Contract Accepted: Feb. 6, 1950

Time Extensions: Extended to Sep. 10, 1949

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 5-18-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
FOR FILING

May 10th, 1950

FINAL COST ANALYSIS

Clear Creek-Forest Bdry.
Contract #2955

T. W. Thomas, Contractor
S. P. Jones, Resident Engineer

Warm Springs Highway
Prefix F-309(4)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	L.S.			$32,411.79	$30,000.00
Fall & Dispose of Danger Trees	2,212	Sq. Ft.	$6.00	$3.04	6,736.53	13,272.00
Struct. Excav., Unclass.	779.4	Cu. Yd.	6.00	2.70	2,102.02	4,676.40
Gen'l. " "	213,486.5	" "	0.88	0.75	160,599.85	187,868.12
Overhaul	320,321.8	Yd. Sta.	0.03	0.02	6,406.44	9,609.65
Roadside Cleanup	58.69	Acre	200.00	132.49	7,775.72	11,738.00
Finish R/B & Slopes	7.01	Mile	1,000.00	887.42	6,220.82	7,010.00
Class "A" Concrete in Box Culverts	297.69	Cu. Yd.	65.00	44.97	13,387.90	19,349.85
Metal Reinforcement	30,087	Lb.	0.15	0.09	2,802.23	4,513.05
8" Perf. Corr. Metal Pipe	752	Lin. Ft.	2.00	1.69	1,268.37	1,504.00
18" Corr. Metal Pipe	1,671	" "	3.50	3.26	5,446.01	5,848.50
24" " " "	294	" "	5.00	5.90	1,735.07	1,470.00
30" " " "	54	" "	8.00	7.65	413.19	432.00
Rock Backfill in Drains	40.7	Cu. Yd.	5.00	3.32	135.24	203.50
Riprap	51.1	" "	6.00	5.20	265.31	306.60
Barbed Wire Fence	2,261.7	Rod	3.50	1.76	3,978.65	7,915.95
Fence Gates	6	Each	50.00	20.02	120.11	300.00
Cattle Guard	2	"	500.00	553.82	1,107.64	1,000.00
PA #1, Pit Run Gravel in Backfill	5.1	Cu. Yd.	8.25	8.49	43.30	42.08
PA #2, Cement Adjustment in Favor of State	- 15.6	Bbl.	4.25			- 66.30
Force Account					1,823.08	1,997.19
					$254,779.27	$308,990.59

Contractor	Gross Revenue	Cost	Profit	% Profit
T. W. Thomas	$281,735.31	$233,339.44	$48,395.87	17.2
George Berry	27,255.28	21,439.83	5,815.45	21.3
Total	$308,990.59	$254,779.27	$54,211.32	17.5

Clear Creek-Forest Boundary
T. W. Thomas

Detail of Cost

Labor:

Supervision	$7,500.00	
Labor	78,353.48	
Payroll Insurance	5,151.21	
		$91,004.69

Materials:

8" Perf. Corr. Metal Pipe	752 lin. ft.	at $1.07	$804.64	
8" Bands	31 each	" 1.65	51.07	
18" Corr. Metal Pipe	1,671 lin. ft.	" 1.98	3,308.58	
18" Bands	50 each	" 2.95	147.50	
24" Corr. Metal Pipe	294 lin. ft.	" 3.07	902.58	
24" Bands	12 each	" 3.70	44.40	
30" Corr. Metal Pipe	54 lin. ft.	" 3.91	211.14	
30" Bands	2 each	" 5.20	10.40	
				5,480.31

Equipment Rental and Misc. Expense:

Equipment Rental, Owned	$86,870.00	
Gas, Oil and Grease	18,984.72	
Small Tools and Misc. Supplies	6,960.00	
Explosives	8,914.28	
Drill Steel and Bits	2,301.84	
P.L. & P.D. Insurance	1,235.53	
Bond	2,318.07	
Office and General Overhead	9,270.00	
		136,854.44
		$233,339.44

Clear Creek-Forest Boundary
George Berry

Detail of Cost

Labor:					
Supervision				$1,216.00	
Labor				5,232.97	
Payroll Insurance				386.94	
					$6,835.91
Materials:					
Barbed Wire	119	spools	at $7.79	$926.77	
Posts	260	each	" 0.45	117.00	
Cattle Guards	2	each	" 479.00	958.00	
Gates	6	each	" 12.00	72.00	
Cement	450	bbl.	" 3.25	1,462.50	
Reinforcing Steel	30,087	lb.	" 0.063	1,898.38	
Conc. Agg. & Sand	482	cu. yd.	" 5.68	2,740.60	
					8,175.25
Equipment Rental and Misc. Expense:					
Equipment Rental				$2,144.00	
Gas, Oil and Grease				594.50	
Lumber				2,125.50	
Nails, Staples, Tie Wire				304.05	
Small Tools and Misc. Supplies				333.95	
P.L. & P.D. Insurance				109.02	
Office and General Overhead				817.65	
					6,428.67
					$21,439.83

Remarks:

This was a "Regular Federal Aid Project". The contract, calling for construction of 7.01 miles of highway roadbed, four reinforced concrete box culverts and additional incidental work, was bid November 25th, 1947, and the contract was awarded November 28th, 1947. Work on the project was started December 17th, 1947, and the project was completed September 10th, 1949.

Clearing and grubbing consisted of the reclearing of approximately 70 acres of forest land and the grubbing of approximately 50 acres. The roadway had been cleared several years prior to work on this project, and the clearing consisted of removal of small trees and brush that had grown in the interim and the burning or disposal of many large piles of logs and debris left from the previous contract. Grubbing areas consisted of dense stumps ranging in size from one to five feet in diameter. Clearing and grubbing was done with three HD-14 Allis-Chalmers tractors with dozers, power chain saw and a crew of two to fifteen men. Most of this work was done from December, 1947, to June, 1948, during a period of very inclement weather in this area. The contractor had a good bid price on this item, but the work, especially burning, was seriously retarded by snow and rains, and the item shows a small loss.

General excavation consisted of approximately 39,000 cu. yds. of solid rock and large boulders which required drilling and shooting, and 174,500 cu. yds. of dirt, boulders and some soft rock which the contractor was able to rip. The solid rock was excavated with a 3/4 cu. yd. Koehring shovel and hauled to the fill with two trucks and two dumptors. This material broke large when shot and very slow progress was made on this portion of the excavation because this shovel was not large enough to handle the material. The remainder of the excavation was done with two HD-14 and two HD-19 Allis-Chalmers tractors, three 15 cu. yd. scrapers, heavy duty ripper, three dozer attachments, one heavy duty Allis-Chalmers blade and one HD-7 Allis-Chalmers tractor equipped with loader scoop. Grading operations were started in May, 1948, and were carried on to November, when snow forced the contractor to shut down operations until the following summer. All equipment was moved to another project and returned the following spring to complete the excavation, finishing and cleanup of the project. Unusually wet weather during the summer of 1948 slowed production on excavation substantially and made the costs on excavating this material higher than normal.

Roadside cleanup consisted of the cleaning up of dead brush, limbs and debris approximately 35 feet back of the clearing limits. This work was done with an HD-7 Allis-Chalmers tractor and a crew of five men. The contractor had a high bid on this item and a large profit was realized.

Construction of the concrete box culverts and fencing items were subcontracted to George Berry.

Concrete aggregates were hauled from Tygh Valley, Prineville and Brightwood, making the costs of aggregates high. The design of the box culverts enabled the contractor to strip and reuse the forms in panels, which effected a saving on forming costs.

The fence was constructed by a crew of six men in thirty days, averaging 13 rods of fence per man day. Trees on the fence line were used in lieu of posts whenever possible.

The contractors had good equipment and supervision with high bid prices on most items, resulting in a large profit.

This contract was bid 10% above the engineer's estimate.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
APR 21 1950
FOR FILING

7-309(4)

2955

April 21, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 2955, for grading on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County, has been completed by the contractor, T. W. Thomas, and that final payment in the amount of $9,186.49 will be made on or after May 1, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $308,990.59, of which amount $1,997.19 represents force account items. This contract was completed on September 10, 1949 and accepted by the Commission on February 6, 1950.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
4-21-50, gl

RECEIVED
FEB 21 1950
FOR FILING

7-309(4)
2955

February 20, 1950

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Dear Mr. Thomas:

The State Highway Commission, at its meeting on February 6, 1950, had under discussion your request for an extension of time of 10 days, from August 31 to September 10, 1949, within which to complete your contract No. 2955 for grading on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
2-20-50

RECEIVED
JAN 23 1950
FOR FILING

7-307(4)

2955

January 18, 1950

Request for Extension of Time
No. 9
February 6-7 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from T. W. Thomas for an extension of time on Contract No. 2955, Clear Creek-Forest Boundary Section of the Warm Springs Highway, from August 31, 1949 to September 10, 1949.

Work on the actual roadbed was completed by August 31, 1949, but, due to the fact that the Colonial Construction Company was surfacing the project at the same time, our contractor was forced to take additional time in cleaning up shoulders and slopes, since his work was not to interfere with the surfacing contractors.

I would recommend the extension be granted without penalty, and Mr. T. H. Davis, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

RECEIVED
JAN 16 1950
FOR FILING

F-309(4)

File

January 13, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to work remaining to be done on Oregon Federal Aid Project No. F-309 (4), Clear Creek-Forest Boundary Section, Warm Springs Highway.

The uncompleted work on this project is the correction of insufficient width of two concrete combination cattle pass and culvert structures at Stations 100 and 206. You are advised that both of these structures will be lengthened to provide necessary width by a state bridge crew, as early in the spring as it is convenient to perform the work.

In the interim conditions have been protected by the erection of a panel of guard fence at the end of each of these culverts.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. G. S. Paxson

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 10, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of October 25, 1949 relative to the work remaining to be done on Oregon Federal Aid Project No. F-309(4), Clear Creek - Forest Boundary Section of the Warm Springs Highway, as determined during the joint inspection made in September.

As requested in our above mentioned letter, will you please submit a statement confirming these agreements and advising when the work is to be performed.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JAN 11 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 16 1950
FOR FILING

9-309 (4)

2955

Fil

January 11, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2955, Clear Creek-Forest Boundary Section of the Warm Springs Highway, Ore. F-309 (4) from August 31, 1949 to September 10, 1949 to T. W. Thomas, Contractor.

Work on the actual roadbed was completed by August 31, 1949, but due to the fact that the Colonial Construction Company was surfacing the project at the same time the contractor was required to take additional time in cleaning up shoulders and slopes, his work being planned not to interfere with the surfacing contractor.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 11 1950
FOR FILING

7-309(H)

2955

January 10, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to T. W. Thomas, on contract No. 2955, for grading on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County. This payment, in the amount of $5,364.30, will be made on or after January 20, 1950. The retained percentage is $9,272.29.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
1-10-50 gk

RECEIVED
NOV 16 1949
FOR FILING

7 30 9(4)

2955

November 15, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to release to T. W. Thomas a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2955 for grading on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County. This payment, which is in the amount of $12,367.24, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $9,106.39. The present payment to the contractor will be made on or after November 25, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

11-15-49

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NOV 14 1949
FOR FILING

FORM E-30 25M 6-49 32802

1 9/4)

2155

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1949

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to your request of October 28 for a report on the combination cattle passes and culverts on the Clear Creek-Forest Boundary Section of the Warm Springs Highway.

A field inspection has been made and detailed measurements of the structures as constructed are now being obtained. The Bridge Department will prepare the necessary plans to lengthen the culverts at Station 100 and Station 208, using slab spans and parapet walls similar to the existing structures. The work of extending these culverts will be done by state forces during the summer of 1950. Guard fences have been built along the shoulders at each culvert.

Very truly yours,

GS Paxson

G. S. Paxson
Bridge Engineer

MS:gm

RECEIVED
NOV 10 1949
FOR FILING

FORM E-30 15M 10-46 20007

F 3.9(4)

2955

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
October 28, 1949

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In the last paragraph of a letter from Mr. F. E. Andrews of the Bureau of Public Roads to yourself, reference is made to some protection at two culverts which are short in length. Mr. Johnston, District Maintenance Superintendent at Redmond will place a panel of guard fence at the ends of each of these culverts before the formal opening of this section on November 13th.

Very truly yours,

WM. E. CHANDLER
Division Engineer

By: Dean Swift
DEAN SWIFT
Assistant Division Engineer

DS:me
cc: Mr. E. E. Johnston

RECEIVED
OCT 31 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 27 1949
FOR FILING

F-309(4)
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRAT~~ION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 25, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of September 20, 1949 advised that Federal Aid Project F-309(4), Clear Creek - Forest Boundary Section of the Warm Springs Highway was completed on September 10.

We have made the final inspection of this project and are prepared to recommend its acceptance upon advice from you that the two reinforced concrete combination cattle pass and culvert structures at Stations 100 and 208 will be either lengthened on the upper ends or parapet and wing walls be raised as agreed to by Mr. H. G. Smith at the time a joint State-Bureau of Public Roads inspection was made early in September.

It is our remembrance that Mr. Smith suggested that one of your bridge engineers make an inspection of these two structures and determine the best method of providing required horizontal road clearances. Actual construction would then be performed by State forces during the 1950 season. It was also agreed that in the interim, the State would construct a temporary railing or other facility as deemed necessary for protection of traffic prior to opening the highway to the public this fall.

Will you please confirm these agreements with a statement as to the type of both temporary and permanent construction you intend to install and when the work will be performed.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Copy sent Paxson.

NOTED
W C WILLIAMS

RECEIVED
OCT 27 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 3 1949
FOR FILING

[illegible] (4)

2955-

September 30, 1949

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16
Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 21, 1949, has under discussion your request for an extension of time of 60 days, from June 30 to August 31, 1949, within which to complete your contract No. 2955 for grading on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD
9-30-49, gl

RECEIVED
SEP 27 1949
FOR FILING

4-309 (4)

2955

Salem, Oregon
September 26, 1949

Mr. S. P. Jones
Resident Highway Engineer
Box 61
Madras, Oregon

Dear Sir:

On September 21, 1949, the Highway Commission approved an increase in the amount of $37,200 in project authorization on the Clear Creek-Forest Boundary Section, Contract No. 2955.

The present project authorization is now $352,146.50.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP/gs

cc to W. E. Chandler

RECEIVED
SEP 30 1949
FOR FILING

7-309(4)

2955

File

Salem, Oregon
September 23, 1949

Agenda Item 4-f

Mr. S. H. Probert
Mr. M. H. Hawke

NOTED
W. C. WILLIAMS

On September 21, the Highway Commission approved an increase in project authorization for Contract No. 2955, grading the Clear Creek-Forest Boundary Section of the Warm Springs Highway, in the amount of $37,200.

W. W. Stiffler

WWS:mo

RECEIVED
SEP 21 1949
FOR FILING

F-309 (4)

September 20, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 10, 1949 on Contract No. 2955, Clear Creek-Forest Boundary Section, in connection with Federal Aid Project No. F-309 (4).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:cw

cc: John Cottrell

Form E-1—6M—1-48

x 3 1 7(4)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 17, 1949, 19

Section Clear Creek-Forest Boundary

Kind of work Grading

Highway Warm Springs

Section prefix 33-1017

Contractor ~~W~~# T. W. Thomas

Contract number 2955

Date of Contract Nov. 28, 1947, 19

Date of completion Nov. 30 1948, 19

Date work started Dec. 18, 1947, 19

Estimated date of completion , 19

Amount of contract $286,315.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $352,000.00

Per cent of contract completed, based on total contract price %

Engineering cost to date $19,000, 110 %

Date project was completed Sept. 10, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project on Saturday of last week.

One man in office all week on final estimate.

This is final report on this project.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

Signed SP Jones

Address Madras, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

E. M. [illegible]TH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
1 9 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 14 1949
FOR FILING

7-307(4)

2955

September 8, 1949

Oregon State Highway Commission

Gentlemen:

In grading the Clear Creek-Forest Boundary Section of the Warm Springs Highway, Contract No. 2955, it is apparent that there will be an overrun of the project authorization in the amount of $37,200, which is an overrun of 12% over the original project authorization of $314,946.50. This overrun was caused by two features, they being as follows:

1. This section lies in a heavy pine forest, and many of the trees had become infested and died, subsequent to the clearing contract prior to the war. Since such trees created a definite hazard, it was necessary to remove some 800 of the diseased trees. This cost $10,800.

2. This grading project was done mostly during inclement weather and the shrinkage of the borrow materials was considerably in excess of the original estimate. The overrun resulted in an increase of 30,000 cubic yards of material, which, at the unit price of 88¢ per yard, totaled $26,400.

This matter will be on the next agenda, and your approval is requested for an increase in project authorization on Contract No. 2955 in the amount of $37,200. Additional budget authorization is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. M. H. Hawke

RECEIVED
SEP 8 1949
FOR FILING

7-309(4)

2955

September 7, 1949

Oregon State Highway Commission

Request for extension of time
No. 8
September 19 and 20 meeting

Gentlemen:

Herewith is a request from T. W. Thomas for an extension of time on Contract No. 2955, Clear Creek-Forest Boundary Section of the Warm Springs Highway, from June 30, 1949 to August 31, 1949.

Mr. Thomas made every effort to complete this project within the specified time, but was delayed considerably because of extremely wet weather and additional work which was requested by the Forest Service.

I would recommend that this extension be granted without penalty, and Mr. T. M. Lewis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. H. C. Smith

RECEIVED
JUL 14 1949
FOR FILING

7-3.9(4)

2955

1258 w.

Not FR

July 14, 1949

Mr. W. H. Lynch
Division Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter concerning danger trees on the Clear Creek-Forest Boundary Section, I wish to advise that we removed 2,064 square feet between Station 2 and Station 350. This corresponds to approximately 700 trees. We do not have the exact location of the trees, but think they were scattered more or less universally throughout the job.

Inasmuch as many trees have died or are leaning dangerously, we feel that any former appraisal of the number would be incorrect, and recommend that your resident engineer go over the job and estimate the number. I inspected the job yesterday with Mr. Banfield and Mr. Williams and am sure of the need of the removal of a number of trees that are potentially dangerous.

It was not our intention to indicate that the road is being used by the public, but that it could be used by a logger to haul out any trees which could be sold. There is no intention on our part to open the road to the public now. We still have in mind opening it about November 1, or as soon as the surfacing is in place.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc: W. C. Williams
H. G. Smith

ASSI ENT No. 1258
2wa

SCRIPTION: Mr. Lynch's letter of 7-8-49 re danger trees adjacent to Warm Springs Highway project now under construction

DATE: 7-11-49 ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☒ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date____________________

☒ Please furnish data on trees cut and prepare answer for Mr. Baldock's signature

REPORT RECEIVED: 2-350
7-12-49

REMARKS: 2064

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
[redacted]
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

486 Oregon 42 General

July 8, 1949

NOTED
W. C. WILLIAMS

FOR FILING

PLEASE RETURN TO
W. O. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 6 regarding cutting and disposing of danger trees adjacent to the Warm Springs Highway project now under construction by you for grading and ourselves for surfacing. We would appreciate your advising as to the location and number of dangerous trees and snags as removed under your contract in order that we may take that condition into consideration in estimating work yet to be done.

We note that you indicate the road is open to limited traffic. It is urged that all effort be made to keep this project closed to any traffic which is not necessary in connection with the construction inasmuch as considerable interference with our surfacing contract would be experienced if traffic were allowed to use the highway. In accordance with our understanding the highway will not be open to any traffic until later this fall and we would prefer to not have traffic use the project before that time.

Very truly yours,

W H Lynch

W. H. LYNCH
Division Engineer

RECEIVED
JUL 1[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 14 1949
FOR FILING

9-309 (4)

2955

July 12, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2955, Clear Creek-Forest Boundary Section of the Warm Springs Highway, Oregon F-309 (4) from June 30, 1949 to August 31, 1949 to T. W. Thomas, Contractor.

Mr. Thomas is making every effort to complete the major portions of the highway before July 30, but there will be added work as requested by the Forest Service which pertains to cleaning of stream outlets, etc., which will require the additional time requested.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JUL 8 1949
FOR FILING

F 309 (4)

File

July 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of June 8 and follow-up of July 5, having reference to certain work desired by the Forest Service on Oregon Federal Aid Project F-309 (4), Clear Creek-Forest Boundary Section of the Warm Springs Highway.

Copies of your letter listing the desires of the Forest Service have been transmitted to the engineering and field forces, with the request that the work be performed. It is anticipated that the instructions will be carried out as requested, but we will be glad to give you a more complete report when we are advised as to actual action taken.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. W. E. Chandler

ERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS

DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT

July 5, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On June 8th we advised of certain work desired by the Forest Service on Oregon Federal Aid Project F-309(4), the Clear Creek - Forest Boundary Section of the Warm Springs Highway, and in which we requested advice as to action regarding the various conditions enumerated.

We would appreciate your reply in order that we may advise the Forest Service.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
JUL 6 - 49
OREGON
STATE HIGHWAY COMMISSION

Copy to H. O. Smith

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In answer to T. M. Davis' letter of June 8th, requesting that certain work be done on the Clear Creek-Forest Boundary Section of the Warm Springs Highway.

This letter has been transmitted to the field forces and it is anticipated the instructions will be carried out as requested.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 8, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

We are in receipt of a copy of letter dated June 6 from the Regional Forester to our Division Engineer, requesting certain additional work on the Clear Creek - Forest Boundary Section of the Warm Springs Highway, Project No. F-309(4).

NOTED
W. C. WILLIAMS

The following is quoted from that letter:

"Station 100. Cattle Pass

The channel below the culvert needs cleaning; - removal of large rocks and logs. The grade of the outlet channel should be lowered so as to reduce the depth of the pool under and around the cattle pass. The cut banks on both ends should be sloped so that cattle can be driven through the structure. The barrel should be cleaned to provide full height. The fence job needs attention and one more wire.

The upstream wing wall needs additional protection.

Station 207. (Wilson Creek)

The south approach to the cattle pass is too confined. Additional excavation is needed on a point on the west (upstream) entrance. The upper wing wall needs more rock protection. The channel should be widened on the downstream side. Some trees on the new channel below the cattle pass should be removed as they will fall across the creek. The fence on the north side should be moved and re-set as shown on the plans. A spoil bank on the north end (downstream) should be moved to permit placing the fence in the right place. All banks where the cattle will travel should be re-sloped. The barrel needs cleaning.

Station 276

Approaches need sloping. The outlet channel needs cleaning and widening. Some small cedar trees on the banks of the new channel need to be cut.

RECEIVED
JUN - 9
OREGON
STATE HIGHWAY COMMISSION

Copy given to H. A. Smith

Station 344

Unauthorized borrow was made from a small meadow at this station. It is requested that the berm left through the middle of the meadow be smoothed out, all banks be properly sloped, and the area cleaned up so that the natural appearance of the meadow will in time be restored.

Station 267

A better connection to the Beaver Butte Development road is needed. The culvert pipe that has been placed in the ditch line should be lengthened so that a truck can pass from one road to the other without driving across the centerline of the new highway.

Station 19

Trucks from the Clackamas Lake road will cross both the east and west traffic lanes of the new highway, making two stops. The distance between the traffic lanes appears to be too short for a truck to stand in, and have the front bumper and rear of the load a safe distance from the main traffic lanes. It is our recommendation that this crossing be given additional study in order to be sure that it is as safe as it is possible to make it."

It appears the Forest Service is concerned mainly over the inadequacy of cattle passes as now constructed and desire betterments which will permit free movement of stock across the highway. Improvement of these facilities as well as the road approach connection Station 267, together with borrow pit cleanup at Station 344 seems to have merit if conditions are as stated. We request, therefore, that full consideration be given toward meeting the Regional Forester's request. Should you desire a joint inspection of the project, we will arrange to assign an engineer from this office for that purpose at your convenience. In view of the near completion of the project, the inspection, if desired, should be made in the near future.

Please advise as soon as possible the action you wish to take.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 7 1949
FOR FILING

F-309(4)

File

July 6, 1949

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The clearing for the Clear Creek-Forest Boundary Section of the Warm Springs Highway was done as a forest highway project. During the grading we cut as many danger trees as we could without greatly exceeding our appropriation, but there are still a number of trees which should be felled immediately, or they will be a great danger during the winter storms.

Now that the road is open to limited traffic, it seems to us that the Forest Service could mark these trees and let a contract to some logging company for their removal. Timber adjacent to the highways and in close proximity to sawmills should have some value. If they do not feel this method of removing danger trees to be practical, I suggest you remove them under your surfacing contract, as we do not wish to give any more work to our grading contractor which would delay the completion of his job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. W. E. Chandler

RECEIVED
JUL 6 1949
FOR FILING

F309(4)

File

July 5, 1949

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

An inspection of the Clear Creek-Forest Boundary Section of the Warm Springs Highway on June 28 shows that there are three miles finished on the south end and one mile finished on the north end. Of the remaining three miles, two miles are rather light finishing and one difficult finishing.

The contractor's progress indicates that he has been finishing about one mile a week. He has five cats on the job, three scrapers and bulldozers, one with combination grip hood and loader, two compressors, one power blade and one pull blade, and will rent one dragline for some channel change work. The surfacing contractor has shot the quarry and started erecting his plant, so it is thought he will be in operation near the first of July (possibly operating now). I believe the grading contractor will be able to keep ahead of the surfacing contractor.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

RECEIVED
JUL 8 1949
FOR FILING

F-309 (4)

2955

July 7, 1949

Mr. T. K. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3, covering the clearing of stock drive trail on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County, Contract No. 2955, in connection with Federal Aid Project No. F-309 (4).

This work is necessary to route stock through stock pass at Station 100 instead of crossing the highway at Station 80. The Forest Service is asking that this work be done.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
MAY 19 1949
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(31)

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1949 MAY 16 AM 8 55

PRA036 PD=BEND ORG 16 820A=

W C WILLIAMS=
STATE HIGHWAY OFFICE

THOMAS IS STARTING THIS MORNING ON WARMSPRINGS=

CHANDLER=

NOTE
W. C. WILLIAMS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 18 1949
OREGON
STATE HIGHWAY COMMISSION

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

RECEIVED
MAY 19 1949
FOR FILING

CONFIRMATION

1206-A

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK	
ACCT'G INFMN.	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Bend, Oregon
May 16, 1949

W. C. Williams
Assistant Highway Engineer
Salem, Oregon

Thomas is starting this morning on Warm Springs.

Chandler

RECEIVED
MAY 18 1949
OREGON
STATE HIGHWAY COMMISSION

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

RECEIVED
FEB 2 1949
FOR FILING

[illegible]

2955

February 1, 1949

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 212 days, from November 30, 1948 to June 30, 1949, within which to complete your contract No. 2955 for grading on Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED ON CARD

2-1-49

RECEIVED
JAN 18 1949
FOR FILING

7309-(4)

2955

January 17, 1949

Oregon State Highway Commission

Request for extension of time
No. 9
January 24 and 25 meeting

Gentlemen:

Herewith a request from T. W. Thomas for an extension of time on Contract No. 2955, Clear Creek-Forest Boundary Section of the Warm Springs Highway, from November 30, 1948 to June 30, 1949.

The contractor was greatly handicapped by a very short working season and extremely bad soil conditions. He put forth considerable effort and worked in extremely bad weather in an endeavor to complete the contract before the winter snows, but was unable to do so.

I would recommend that an extension be granted without penalty. Mr. T. H. Davis of the Public Roads Administration concurs in the recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN 10
FOR FILING

F 309(4)

2955

January 10, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Will you kindly concur on extension of time on Contract No. 2955, Clear Creek-Forest Boundary Section, of the Warm Springs Highway Oregon F 309 (4) from November 30, 1948 to June 30, 1949 to T. W. Thomas, Contractor.

The contractor was greatly handicapped by a very short working season and for the bad soil conditions. He put forth considerable effort and worked in the extremely bad weather in an endeavor to complete the contract before the winter storms, but was unable to do so.

I would recommend that this extension be granted without penalty.

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway
Engineer

cc: H. G. Smith

RECEIVED
SEP 29 1948
FOR FILING

E-309(4)

2955

September 28, 1948

Mr. V. H. Lynch
Division Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In view of the fact that it is extremely doubtful that the grading will be completed on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County by the expiration date of November 30, 1948, I think it would be well to place the time limit for the completion of the oiling about August 1, 1950. I would suggest that the date of completion of the surfacing be specified as November 30, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc W. C. Williams
H. G. Smith

RECEIVED
SEP - 2 1948
FOR FILING

F-309 (4)

2955

September 1, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the clearing and grubbing outside of limits shown on the plans on the Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County, Contract No. 2955, in connection with Federal Aid Project F-309 (4).

This work is necessary to make borrow materials available and for removal of trees undermined in grading operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

Encl.

RECEIVED
[illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

March 24, 1948

F-309(4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing herewith for your files an executed copy of the project agreement for Oregon Project F-309(4), Clear Lake-Forest Boundary Section of the Warm Springs Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAR 25 1948
OREGON
STATE HIGHWAY COMMISSION

Jon

Form PR 2 (Revised 1946)

WA8pr 7406

State Oregon

Federal Aid Project No. F-309(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 3rd day of February, 1948, by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of July, 1947, a project statement, which was approved on the 6th day of August, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 30th day of September, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighty-three thousand and 00/100 dollars ($183,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 2+00 in the SE 1/4, Section 13, T-5-S, R-9-E, and survey station 370+95 at the South Boundary line of the Mt Hood National Forest, in T-6-S, R-10-E, W.M., unsurveyed, without exception

, length 7.012 miles, in Wasco County, being Oregon Federal Aid project No. F-309(4), consisting of 7.012 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eighty-three thousand and 00/100 dollars ($ 183,000.00), which does not exceed the authorized Federal pro rata share of three hundred fourteen thousand nine hundred forty-six and 50/100 dollars ($ 314,946.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
H B Glaisyer
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
DEC 30 1947
FOR FILING

F-309(4)

December 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on December 17, 1947, on Contract No. 2-55, Clear Creek-Forest Boundary Section, in connection with Federal Aid Project No. F-309 (4).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

DBP:gs

Oregon State Highway Department — Federal Aid Project No. F-309 (4)

CLEAR CREEK-FOREST BOUNDARY SECTION

OF THE WARM SPRINGS HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 29, 1947

All Required		Clearing and Grubbing		$ 30,000.00
400	sq. ft.	Felling and Disposing of Danger Trees	$ 6.00	2,400.00
650	cu. yds.	Structural Excavation, Unclassified	6.00	3,900.00
198,000	cu. yds.	General Excavation, Unclassified	0.88	174,240.00
338,000	yd. stas.	Overhaul	0.03	10,140.00
45	acres	Roadside Cleanup	200.00	9,000.00
7.01	miles	Finishing Roadbed and Slopes	1,000.00	7,010.00
330	cu. yds.	Class "A" Concrete in Box Culverts	65.00	21,450.00
34,300	lbs.	Metal Reinforcement	0.15	5,145.00
1,500	lin. ft.	8" Perf. Corr. Metal Drain Pipe, Coated	2.00	3,000.00
1,700	lin. ft.	18" Corr. Metal Pipe	3.50	5,950.00
320	lin. ft.	24" Corr. Metal Pipe	5.00	1,600.00
60	lin. ft.	30" Corr. Metal Pipe	8.00	480.00
160	cu. yds.	Rock or Gravel Backfill in Drains	5.00	800.00
200	cu. yds.	Riprap	6.00	1,200.00
100	sq. yds.	Paved Culvert Inlets, Type I	10.00	1,000.00
2,200	rods	Barbed Wire Fence	3.50	7,700.00
6	only	Fence Gates	50.00	300.00
2	only	Cattle Guards	500.00	1,000.00
			Subtotal	$286,315.00
			10% Engr. & Cont.	28,631.50
			Total	$314,946.50

Length of Roadway 7.012 miles
Cost per mile $44,915.35

Federal Aid Funds- -	$183,000.00
State Funds- -	131,946.50
	$314,946.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
DEC 15 1947
FOR FILING

F-309 (4)

December 12, 1947

Mr. T. W. Thomas
Imperial Hotel
Portland 5
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2955 which was awarded to you on November 28, 1947 by the State Highway Commission, covering Clear Creek-Forest Boundary Section of the Warm Springs Highway in Wasco County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

~~NOTED ON CARD~~
~~12-12-~~

RECEIVED
JAN 28 1948
FOR FILING

F-309 (4)

4755

AGENDA
DEC 29 1947

4.0

Agenda c

November 28, 1947

Mr. T. W. Thomas
Imperial Hotel
Portland 5, Oregon

Dear Mr. Thomas:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading on the Clear Creek-Forest Boundary Section of the Warm Springs Highway, in Wasco County. This award was based on your low bid of $286,315 submitted on November 25, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ec
Enc.

cc - Mr. B. H. Probert
Mr. E. G. Smith
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

Set confirmed

ge to the account of ______________ $ Files

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 28, 1947
3:45 p.m.

T. W. Thomas
Imperial Hotel
Portland, Oregon

State Highway Commission awarded you today contract for Clear Creek-Forest Boundary Section of ~~the~~Warm Springs Highway, Wasco County, based on your low bid submitted November 25, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
FOR FILING
OREGON DISTRICT
F 309(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

November 28, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Probert.

OK to award.
N.C.W.

Dear Sir:

Receipt is acknowledged of Mr. Williams' telegram of this date advising all rights-of-way or rights-of-entry are acquired and requesting concurrence in the award of contract as of today for Oregon Federal Aid Project No. F-309(4), Clear Creek - Forest Boundary Section of the Warm Springs Highway. We hereby concur in the award of contract as of this date to T. W. Thomas, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
DEC 1 1947
OREGON
STATE HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1207

A. N. WILLIAMS
PRESIDENT

$ CHECK
ACCOUNTING INFORMATION
S
F TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

NOVEMBER 28 1947

To T. M. DAVIS, DISTRICT ENGINEER

Care of or Apt. No. PUBLIC ROADS ADMINISTRATION

Street and No. 201 FINANCIAL CENTER BUILDING

Place PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY CONTRACT FOR CLEAR CREEK-FOREST BOUNDARY SECTION TO T. W. THOMAS OF PORTLAND. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

W. C. WILLIAMS

Sender's name and address
(For reference only)

Sender's telephone number

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

November 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to bids received at the bid opening on November 25, particular reference being made to Oregon Project No. F-309(4), Clear Creek - Forest Boundary Section of Warm Springs Highway. We are now prepared to concur in award to the low bidder at such date as you desire.

Very truly yours,

P. M. Davis
P. M. DAVIS
District Engineer.

RECEIVED
NOV [illegible]
ST[illegible] COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3000
PORTLAND 8, OREGON

September 30, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-309(4), Clear Creek - Forest Boundary Section of the Warm Springs Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
OCT 2 1947
OREGON
STATE HIGHWAY COMMISSION

F-309(7)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

RECEIVED
FOR FILING

486 Oregon 42

September 10, 1947

Clear Cr. - For. Bndry. Sec.
Warm Springs Hwy
48 FA

DEFERRED
Probert

Est. Cost - $280,000

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is to Mr. W. C. Williams' letter of September 4 requesting information relative to our plans as made for the construction of the Warm Springs Forest Highway Project 42-A1.

Answers are made in order of your numbered paragraphs:

1. It has been our policy to include in the bid an item for underdrain to cover possible use as developed during construction. No definite locations were determined.

2. Box culverts at Stations 100+20, 207+79 and 276+97 are open bottom culverts and the proposed riprap is to be placed in the floor of the culverts and between the wing walls and at the toe of fills to prevent scour. The culvert at Station 364+30 has a concrete floor and aprons and probably will not require this type of treatment. However the 200 cu.yds. was intended to cover any small quantity which might be required to prevent scour above and below the aprons.

3. The inlet at Station 192+50 will definitely require paving. The additional quantity was not located but was introduced to provide paving where necessity was developed under construction.

4. It is possible that the special trench treatment may not be required but it has been our policy to trench the toe to prevent erosion of the protective rock. We have no objection to your eliminating the trench if danger of wash is not evident.

5. The number and type of cattle guards were specified by the Forest Service due to the number of cattle in this area. Since their use will be required probably continuously we have considered the high type as necessary.

RECEIVED
SEP 11 1947
OREGON
STATE HIGHWAY COMMISSION

6. The stabilizing treatment planned is to place 12" of selected material between Stations 255 and 370+95 but between the north end and Station 255 subgrade material appeared better and also selected material was not available and it was decided to place only 6" of crushed rock in lieu of the 12" of selected material. This was to be done later in connection with the surfacing contract. The chief reason for insufficient available material was the objection of the Forest Service to the borrowing of the selected material in substantial quantities off the right-of-way, which would have been necessary. The cost of the 6" of crushed material was considered comparable to the cost of 12" of selected material and the stabilizing result of either was considered equally satisfactory. ✓

We trust we have cleared up the various questions but if not we will be glad to hear from you again.

Very truly yours,

W. H. LYNCH
Division Engineer

By F. E. Andrews
F. E. Andrews
Prin. Highway Engineer

CLEAR CREEK-FOREST BOUNDARY SECTION

PROJECT NO. F-309 (A)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 24, 1947

Oregon State Highway Department   Federal Aid Project No. F-309 (4)

CLEAR CREEK-FOREST BOUNDARY SECTION

OF THE WARM SPRINGS HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 24, 1947

All Required		Clearing and Grubbing		$ 25,000.00
400	sq. ft.	Falling and Disposing of Danger Trees	$ 5.00	2,000.00
650	cu. yds.	Structural Excavation, Unclassified	3.00	1,950.00
198,000	cu. yds.	General Excavation, Unclassified	0.80	158,400.00
338,000	yd. stas.	Overhaul	0.02	6,760.00
45	acres	Roadside Cleanup	500.00	22,500.00
7.01	miles	Finishing Roadbed and Slopes	500.00	3,505.00
330	cu. yds.	Class "A" Concrete in Box Culverts	55.00	18,150.00
34,300	lbs.	Metal Reinforcement	0.11	3,773.00
1,500	lin. ft.	8" Perf. Corr. Metal Drain Pipe, Coated	1.50	2,250.00
1,700	lin. ft.	18" Corr. Metal Pipe	3.00	5,100.00
320	lin. ft.	24" Corr. Metal Pipe	4.50	1,440.00
60	lin. ft.	30" Corr. Metal Pipe	6.50	390.00
160	cu. yds.	Rock or Gravel Backfill in Drains	4.00	640.00
200	cu. yds.	Riprap	8.00	1,600.00
100	sq. yds.	Paved Culvert Inlets, Type I	8.00	800.00
2,200	rods	Barbed Wire Fence	2.00	4,400.00
6	only	Fence Gates	50.00	300.00
2	only	Cattle Guards	600.00	1,200.00
			Subtotal	$260,158.00
			10% Engr. & Cont.	26,015.80
			Total	$286,173.80

Length of Roadway   7.012 miles
Cost per mile $ 40,812.00

Federal Aid Funds- -	$166,000.00
State Funds- -	120,173.80
	$286,173.80

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
PORTLAND 8, OREGON

July 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Attention Mr. H. G. Smith, Constr. Engr.

Enclosed please find a copy of test report No. 157132 on rock from the Warm Springs Highway.

This sample was apparently secured from a slide rock source along Wilson Creek and approximately 1,000 feet upstream from centerline.

Very truly yours,

W. H. LYCNH
Division Engineer

By
F. E. Andrews
Principal Highway Engineer

Enclosure

RECEIVED
JUL 30 1947
OREGON
STATE HIGHWAY COMMISSION

Mr. Baldock,

July 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Attention Mr. H. G. Smith, Constr. Engr.

Enclosed please find a copy of test report No. 157132 on rock from the Warm Springs Highway.

This sample was apparently secured from a slide rock source along Wilson Creek and approximately 1,000 feet upstream from centerline.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
F.E. Andrews
Principal Highway Engineer

Enclosure

2-61—6M—11-41

OREGON STATE HIGHWAY COMMISSION
Materials Department

LABORATORY REPORT

U.S.P.O. #A-3977

Project #6041 Warm Springs Hwy.
Highway
Contractor
Submitted by R. A. Mack
Contract No.
Prefix No. 33 P.R.A.
County
F. A. Project No.
Date reported Dec. 31, 1941

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Wilson Cr., Warm Springs Hwy.
Sampled at Proposed quarry
To be used
Sampled by
Date received Dec. 29, 1941
Quantity represented

TEST RESULTS

Laboratory No. 157132
Data Sheet No.
Type of material Rock
Screen opening: To ¼": ; ¼" and below: Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
10	34.6	34.6	
40	21.0	55.6	
Pass	44.4	44.4	
Total	100.0		

According to [illegible] this is from a slide rock source approx. 1000 ft. upstream from ℄

Abrasion, per cent wear, Deval
Abrasion, per cent wear, Los Angeles Rattler 30.9
Specific gravity (Le Chatelier) 2.71
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines 151-200=Good; RC3=Good; MC2=Good
Plasticity Index: Natural fines 0 %
Manufactured fines 0 %
Liquid limit: Natural fines 45 %
Manufactured fines ~~[illegible]~~ 23 %
Swell test: Natural fines in.
Manufactured fines in.
Water asphalt preferential: Natural fines
Manufactured fines
Breakage Factor 63.0
Stripping: Natural Fines
151-200 = Good; RC3=Good; MC2=Good

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:
2x Public Roads Administration
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer
Resident Engineer
Dist. Maint. Supt.
Foreman
x Files
x Mack
x Metzger

WmFinkbiner
Engineer of Materials

STATE PRINTING DEPT.

RECEIVED
JUL 29 1947
FOR FILING

July 23, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In order that failure of the Congress to make adequate appropriations of funds for Forest Highway Projects may not operate to further delay completion of the Warm Springs Highway, the Highway Commission is desirous of taking over, as a Federal Aid Highway Project, the work on that highway which was originally planned to be done as Forest Highway Project 42-A1.

The Highway Commission therefore requests that the work originally programmed as Forest Highway Project 42-A1 be now programmed as a part of the 1948 F. Y. Federal Aid Highway Program and that, as a means of providing necessary funds, Project F-175 (6), now included in the 1948 F. Y. Federal Aid Highway Program (Item No. 16), be withdrawn from that Program.

The cost estimate for the two projects are nearly enough the same that no changes in program totals need be made. Program description for the project to be added is as follows:

Item No.: 25
County: Wasco
Project No.: × F-309 (4)
Route No.: FA 44 State SH 53
Previous Program: None
Termini: Junction with FA route 24 to Forest Boundary

Estimated Project Costs:

	Total Cost	Fed. Funds	State Funds
Surveys and plans	--	--	--
Rights of way	--	-	--
All other construction	$320,000	$185,000	$135,000

Project Totals:	
Total Cost	$320,000
Federal Funds	185,000
Length:	6.92 miles
Character of proposed work:	Grade and drain

We plan to receive bids for the project at a letting to be held in September.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:[illegible]

24-[illegible] Construct temporary office bldg.
at Salem. 3/7

#2956

RECEIVED
[illegible]
FOR FILING

24-3431

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 29, 1948

SUBJECT: Request for release of warrants on final estimates.

To:

Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	4426	2956	4-Final	Carl M. Halvorson, Inc.	2,194.35	327219	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This job is accepted and your notice is on file with us.

asw

ACCOUNTING DIVISION

By
Bookkeeping Dept.

NOTED ON CARD

4-30-48

Approved H B Glaisyer
Secretary

RECEIVED
APR 29 1948
FOR FILING

24-3431

April 28, 1948

Carl M. Halvorson,Inc.
1905 N. Commercial St.
Salem
Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 19, 1948, had under discussion your request for an extension of time of 16 days, from February 28 to March 15, 1948, within which to complete your contract No. 2956 for the construction of the Temporary Office Building at Salem.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: W. A. Reeves

NOTED ON CARD

~~4-28-48~~ gl

RECEIVED
APR 27 1948
FOR FILING

24-3431

April 23, 1948

Carl M. Halvorson, Inc.
1905 N. Commercial St.
Salem, Oregon

Dear Sir:

We are pleased to advise you that the State Highway Commission, at its meeting on April 19, 1948, accepted contract No. 2956 covering construction of the Temporary Office Building at Salem.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

REFERRED TO
BY SECRETARY

NOTED
W. C. WILLIAMS

RECEIVED
APR 8
FOR FILING

24-3431

April 7, 1948

Central Surety and Insurance Corporation
P. O. Box 207
Kansas City 10, Mo.

Gentlemen:

This to advise you that State Highway Contract No. 2956 covering construction of the temporary office building at Salem, has been completed by the contractor, Carl M. Halvorson, Inc., and that final payment in the amount of $2,194.35 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $31,674.00, and that no force account work was performed therein. This contract was completed March 15,1948, but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held on March 19 and 20.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

4-7-48 gl

cc: C. A. Tomassene, Agent
614 Wilcox Bldg.
Portland 4, Oregon

RECEIVED
MAR 16 1948
FOR FILING

-4-3421

March 15, 1948

Request for Extension of Time
No. 1
April 19 and 20 meeting.

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a request of Carl H. Halvorson for an extension of time for 15 days from February 28, 1948 to March 15, 1948 on his contract No. 2956, Temporary Office Building at Salem.

Due to the changes in heating of the building and other incidental changes necessitated by changing the site from Waverly Street to the State Highway shops, I recommend this extension of time be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams
G. S. Paxson

c

RECEIVED
JAN 12 194
FOR FILING

24-3431

January 2, 1948

Carl M. Halvorson, Inc.
1905 North Commercial St.
Salem
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2956, which was awarded to you on December 15, 1947 by the State Highway Commission, covering temporary office building at Salem. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

gl
encl. 1

Recorded

NOTED
H. B. GLAISYER

RECEIVED
DEC 2 6 1947
FORM 5-30 25M 7-47
FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1947

SUBJECT: Temporary Office Building
(Job No. 7163)

To: ~~Mr. J. M. Devers~~
~~Chief Counsel~~
~~Office~~

NOTED
W. C. WILLIAMS

Dear Sir:

On November 25 bids were received for the construction of a temporary office building at Salem. The Halvorson Construction Company of Salem was the low bidder on this job at a figure of $27,908. The project was referred to the Engineer with authority to award a contract to Halvorson Construction Company subject to the consent of the contractor to a change in the location of the building and certain other changes in the project necessitated by this change of location.

The location of the building upon which the contractor bid was on Waverly Street, between the Supreme Court Building and the Capitol grounds. The building, however, is to be constructed on State Highway property, back of the present Engineering Laboratories Building. In changing the location of the building, certain items will be modified, others eliminated entirely, and others added to the contract.

Items Eliminated from the Contract

1. Heating. At the location on Waverly Street, heat was available from the central heating plant main. At the location of the shop ground, it will be necessary to put in a separate heating system for the office building. We will put in this heating system with our own forces and will entirely eliminate from the contract all items pertaining to heating except that the contractor agrees to allow our forces access to the work to put in the heating system at times which are most convenient.

2. Hot water system. At the Waverly Street location, hot water was available from the central heating plant mains. At the shop location it will be necessary to put in a hot water tank. The contractor will agree to eliminate from his contract the connection between the building and the central heating plant mains. A hot water tank is included below in the items of additions to this contract.

3. Gutters. At the new site there is no necessity for eavegutters shown on the plans. The contractor eliminates this item from his contract.

Items Added to the Contract

1. Foundation changes. At the shop site, we do not have the pavement to support the building foundation. Changes in the foundations are to be made as shown on the attached sketches marked Drawing 7163-A. The contractor agrees to make these changes.

2. Hot water tank. The contractor agrees to add to his work a 40-gallon electric hot water tank and to connect it with the cold water supply and with the toilet facilities.

3. Added length of sewer connection. The new location requires 100 feet more sewer trench and pipe than was required on the Waverly Street location. The contractor agrees to furnish the material and to do the additional work for this installation.

We have checked over the contractor's cost estimates and have agreed on the following changes in the lump sum bid for the construction of the building:

Items Eliminated:

1.	Heating	$1,780.00
2.	Hot water pipe connection	50.00
3.	Gutters	170.00
	Total of items eliminated	$2,000.00

Items Added to the Contract:

1.	Change in foundations	$ 601.00
2.	Hot water tank and connections	150.00
3.	Additional length of sewer	261.00
		$1,012.00

Net reduction in the lump sum bid for the building	$2,000.00
Less	1,012.00
	$ 988.00

With these changes the contractor agrees to deduct the sum of $988 from his bid of $27,908, making a total lump sum bid at the revised location of $26,920.

We are authorized to award this contract to the Halvorson Construction Company as soon as we have his signature on a supplemental agreement modifying his original proposal. It would be appreciated if you would draft such an agreement at your earliest convenience.

I am attaching hereto, for your information, a copy of the proposal submitted by the Halvorson Construction Company and prints from our Drawings Nos. 8880 and 8881, which are the plans for the building upon which their bid was based.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached
cc W. C. Williams

S-53(1) North Unit, Follyfarm-Scotts 1947
Butte Sec., Rome-Princeton Secon.
#2957

RECEIVED Baldock
MAR 18 1949
FOR FILING

March 4th, 1949

~~Rome-Princeton Highway~~
Contract #2957
~~9-53 (1)~~
2957

FINAL COST ANALYSIS
Grade, Surface & Oil N. Unit, Follyfarm-Scotts Butte
E. C. Hall Co., Contractor Prefix No. 123-1039-201(46)
J. T. Burch, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clear & Grub		All			$1,692.38	$10,000.00
St. Excav., Common	63.3	Cu. Yd.	$1.72	$3.00	108.74	189.90
" " , Solid	3.3	" "	5.27	6.00	17.39	19.80
Trench Excav., Common	48.5	" "	1.68	3.00	81.45	145.50
Gen'l. Excav., Common	134,134.7	" "	0.28	0.60	37,962.60	80,480.82
" " , Solid	40,722.4	" "	1.49	0.60	60,702.16	24,433.44
Short Overhaul	280,979.6	Yd. Sta.	0.018	0.02	5,022.40	5,619.59
Long "	1,383.6	C-Yd. Sta.	0.45	0.50	627.70	691.80
Finish R/B & Slopes	14.96	Mile	501.90	500.00	7,509.11	7,480.00
18" Corr. Metal Pipe	1,496	Lin. Ft.	2.75	4.25	4,108.31	6,358.00
24" " " "	276	" "	4.27	6.00	1,178.10	1,656.00
36" " " "	96	" "	8.35	11.00	801.77	1,056.00
Mat'l. in Base	39,489	Cu. Yd.	0.80	1.00	31,755.08	39,489.00
3/4"-0" Mat'l. in Leveling Course & Shldrs.	8,686	" "	2.19	2.45	19,022.61	21,268.45
*Preparation of Base	14.96	Mile	103.26	200.00	1,544.74	2,992.00
*Furn. & Place Aggregates	6,687	Cu. Yd.	3.31	3.80	22,118.78	25,410.60
*Furn. & Place 151-200 Asphalt	517.2	Ton	44.07	47.70	22,793.18	24,670.44
*Furn. & Place RC-3 Asphalt	165.47	"	46.57	48.20	7,705.94	7,975.65
3/4"-½" Cr. Rock in S.P.	3,698	Cu. Yd.	2.32	2.45	8,579.36	9,060.10
½"-¼" Cr. Rock in S.P.	2,163.5	" "	2.32	2.45	5,019.32	5,300.58
¼"-0" Cr. Rock in S.P.	1,465.4	" "	2.32	2.45	3,399.73	3,590.23
PA #1, Preparation of Stockpile Sites		All			90.76	250.00

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #2, Purchase Excess Cr. Rock in S.P.	480.3	Cu. Yd.	$1.94	$2.00	$931.78	$960.60
Screen Rejects in S.P.	35	" "	0.25	0.25	8.75	8.75
Haul Adjustment - Favor of State	- 3,876.39	Yd. Mi.		0.10		- 387.64
Camp & Cookhouse Expense					13,102.23	7,003.15
					$255,884.37	$285,722.76

* Work done by J. C. Compton Co.

	Gross Revenue	Total Cost	Profit	% Profit
E. C. Hall, Contractor	$240,054.17	$216,834.17	$23,220.00	9.7%
J. C. Compton Co.	45,668.59	39,050.20	6,618.39	14.5%
Total Project	$285,722.76	$255,884.37	$29,838.39	10.4%

Detail of Cost
E. C. Hall Co.
Follyfarm-Scotts Butte

Labor:			
Supervision		$14,122.10	
Labor		66,599.12	
Labor Insurance		4,762.55	
			8 $95,483.77
Materials:			
18" Corr. Metal Pipe	1,496 Lin. Ft. at $2.28	$3,410.88	
18" " " " Bands	21 Each at $3.29	69.09	
24" " " "	276 Lin. Ft. at $3.55	979.80	
24" " " " "	5 Each at $4.22	21.10	
36" " " "	96 Lin. Ft. at $7.01	672.96	
36" " " " "	3 Each at $7.01	21.03	
			5,174.86
Equipment Rental & Miscellaneous:			
Equipment Rental		$48,737.05	
Rented Equipment		13,775.88	
Gas, Oil & Grease		18,314.15	
Lumber		2,113.42	
Explosives		7,503.95	
Oxygen & Acetylene		405.20	
Freight		8,954.48	
Camp Expense, Less Labor & Equipment Rental		8,274.68	
P.U.C. Fees		188.03	
Misc. Field Office, Expense Accounts Etc.		3,241.96	
Misc. Small Tools & Supplies		6,018.17	
Home Office & General Overhead		6,890.40	
Bond		1,758.17	
			126,175.54
Total Cost			$216,834.17

FINAL COST ANALYSIS
Oiling
J. C. Compton Co., Subcontractor

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	14.96	Mile	$103.26	$200.00	$1,544.74	$2,992.00
Place Aggregates	6,687	Cu. Yd.	1.05	1.50	7,006.76	10,030.50
Furnish & Place 151-200 Asphalt	517.2	Ton	44.07	47.70	22,793.18	24,670.44
Furnish & Place RC-3 Asphalt	165.47	"	46.57	48.20	7,705.94	7,975.65
					$39,050.20	$45,668.59

Gross Revenue	$45,668.59
Total Cost	39,050.62
Net Profit	$6,617.97

Net Profit Equals 14.5% of Gross Revenue

Detail of Cost

Follyfarm-Scotts Butte

J. C. Compton

Labor:			
Supervision		$600.00	
Labor		6,481.83	
Labor Insurance		513.41	
			$7,595.24
Materials:			
151-200 Asphalt	517.20 Tons at $18.00	$9,309.60	
RC-3 Asphalt	165.47 " " 20.50	3,392.14	
Freight on Asphalt		10,575.04	
			23,276.78
Equipment Rental & Miscellaneous:			
Equipment Rental		$4,431.95	
Gas, Oil & Grease		2,002.45	
Fuel Oil for Boiler and Retort		124.00	
Small Tools & Misc.		94.20	
P.L. & P.D. Insurance		68.20	
Freight		45.95	
Expense Accounts		424.40	
Bond		362.75	
Home Office & General Overhead		624.70	
			8,178.60
			$39,050.62

Breakdown of Oiling Costs

Preparation of Base:

$1,544.74 ÷ 14.96 = $103.26 per Mile

Furnish and Place Aggregates:

Move In & Out	357.75 ÷ 6,687 =	$0.053
Load & Place Aggregates	4,463.87 ÷ 6,687 =	0.678
Roll & Maintain Aggregates	1,866.17 ÷ 6,687 =	0.279
Flag	309.97 ÷ 6,687 =	0.046

1.056 per Cu. Yd.

Furnish & Place 151-200 Asphalt:

Move In & Out	277.86 ÷ 517.2 =	0.537
Heat Asphalt	1,087.96 ÷ 517.2 =	2.103
Haul "	2,419.63 ÷ 517.2 =	4.678
Place "	922.42 ÷ 517.2 =	1.783
Asphalt	9,598.20 ÷ 517.2 =	18.558
Freight on Asphalt	8,252.15 ÷ 517.2 =	15.955
Flag	234.84 ÷ 517.2 =	0.454

44.07 per Ton

Furnish & Place RC-3 Asphalt:

Move In & Out	86.71 ÷ 165.47 =	0.524
Heat Asphalt	348.07 ÷ 165.47 =	2.104
Haul Asphalt	774.12 ÷ 165.47 =	4.678
Place Asphalt	295.11 ÷ 165.47 =	1.783
Asphalt	3,484.47 ÷ 165.47 =	21.058
Freight on Asphalt	2,640.14 ÷ 165.47 =	15.955
Flag	77.32 ÷ 165.47 =	0.467

46.57 per Ton

Remarks:

This was a "Federal Aid Secondary Project" calling for the regrading, furnishing and placing of rock or gravel base, furnishing and placing of crushed rock leveling, construction of a type 0-9 oil mat wearing surface, for 14.96 miles of highway roadbed, and the furnishing of 5,000 cubic yards of crushed rock in stockpile.

The project was bid and awarded December 29th, 1947. Grading construction was started January 23rd, 1948, and completed July 9th. Crushing was started March 31st, and completed July 9th, and oiling was started July 7th, and completed July 17th, 1948.

Grading equipment used on the project included six D8 tractors, two with dozers and four with 16 cubic yard carryalls, five Super C tournapulls, two #12 caterpillar graders, one 210 cubic foot truck-mounted compressor, one 315 truck-mounted compressor and miscellaneous small equipment.

Crushing equipment used consisted of the contractor's three-crusher portable crushing plant, one 1½ cubic yard shovel, three 8 cubic yard trucks and small equipment. One or more tractors used on grading operations were used as required for stripping, stockpiling etc.

Street equipment included the two blades used on excavation and one roller. Most of the material was rolled by the tournapulls which hauled all base and key materials. No water was used due to the extremely long haul to the closest source.

Oiling equipment consisted of one truck-mounted retort, one truck-mounted boiler, one 2,000 gallon distributor, five oil transports, one ½ cubic yard shovel, six 5 cu. yd. trucks, two #12 blades, one #11 blade, three 10 ton rollers, two pickups, one pilot car and miscellaneous small equipment.

Clearing was done entirely by one blade pushing the light cover of sagebrush to the sides of the roadbed area where it was burned or lost.

Common excavation proceeded very well and good progress was made, especially on the north end of the project, all material being handled by tournapulls, tractors and dozers and tractors and carryalls.

Solid excavation was very tough, consisting entirely of a scab flow of lava. Drilling costs were high as the lava broke large and required very close drilling and extremely heavy explosive charges. All solid material was handled by tractor and dozer and tractor and carryall and, as the material could not be shot to suitable size, the costs of handling were very high. An added cost due to the handling of the material by equipment not suitable for that particular class of work was the high cost of mechanics' labor on mechanical breakdowns.

Topping was handled by the tournapulls from two pits, one the designated gravel pit at M.P. 37.8 and the other from the designated quarry at M.P. 44.3. Material from the quarry was obtained by scalping the crushed material at the crushing plant over a two-inch scalping screen and using the scalping for pit run material.

Crushing operations were handled very well. Two and sometimes three 8 cubic yard trucks were loaded with the 1½ yard shovel and hauled to the crusher.

The material was scalped as before mentioned and the 2-inch plus crushed for leveling course, oiling aggregates and stockpile material. By handling the material in this manner, the contractor was enabled to make a considerable saving as all material loaded and hauled to the crusher was pay material, whereas if a standard scalping screen had been used, there would have been a considerable amount of waste. All material except a small amount of stockpiled rock was hauled by the tournapulls with the trucks hauling to two of the farther stockpiles.

Oiling operations were handled very efficiently. Good weather and little traffic helped operations and allowed an excellent daily output. The full-width asphalt application was followed throughout to advantage.

A large portable camp was set up by the contractor at Follyfarm, with a large cookhouse and dining room combined, two large bunkhouses and office. An electric power plant was set up to furnish electricity for the units and for pumping water. The plant also furnished electricity for a number of trailer houses brough in by married men employed on the project.

This project had good supervision, a better grade of labor than ordinarily encountered on recent projects and good equipment. Due to the lack of a large shovel and trucks on grading operations, the cost of solid excavation was higher than required, but other items showed enough profit to allow the contractor a fair return.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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MAR 4 1949
FOR FILING

853(1)

2957

March 4, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2957 for work on the North Unit, Follyfarm-Scotts Butte Section of the Home-Princeton Highway in Malheur County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $8,347.77 will be made on or after March 14, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $278,719.61, and that no force account work was performed on the project. This contract was completed on July 19 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon
Attn: E. A. Wride, Mgr.

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

3-4-49 gR

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JAN 3 - 1949
FOR FILING

8-53 (1)

2957

January 3, 1949

Maryland Casualty Co.
Baltimore 3,
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E.C. Hall Co. on contract No. 2957 covering grading and surfacing on the N. Unit, Follyfarm-Scotts Butte Section of the Home-Princeton Highway in Malheur County. This payment, in the amount of $6,688.79 will be made on or after January 13, 1949. The retained percentage is $8,362.02.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Maryland Casualty Co.
Hansen & Rowland, Inc., Agents
Puget Sound Bank Bldg.
Tacoma, Washington

Maryland Casualty Co.
Hansen & Rowland, Inc., Agents
E.A. Wride, Manager
611 Henry Bldg.
Portland, Oregon

NOTED ON CARD
1-3-49 gl

Form E-1—5M—1-46

8-53 (1)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 18, 1948

Section North Unit, Folly Farm-Scotts Butte

Kind of work Grading & Oil Mat Surfacing

Highway Rome - Princeton

Section prefix 123-1039

Contractor [illegible] [illegible] all Co.

Contract number 2957

Date of contract December 9, 1947

Date of completion July 31, 1949

Date work started January 23, 1948

Estimated date of completion July 19, 1948

Amount of contract $265,162.00

Per cent of time elapsed 64 %

Estimated cost of completed project, exclusive of engineering $ 278,000.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 15800., 5.95 %

Date project was completed July 19, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semifinal estimate completed and sent to the Division Engineer on Dec. 15.

Final Report

NOTED H. W. LIBBY

NOTED H. G. SMITH

NOTED

Signed John T. Burch

Address Burns, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	14.96	14.96		14.96	
Miles partially completed					
Miles completed	14.96	14.96		14.96	
Total estimated quantities	175000.	51000.	4500.	520. Tons 6600. Cy.	
Estimated quantities moved or placed to date	174860.	48177.	7300.	682.67 Tons 6687. Cy.	
Average daily quantities					
Average daily quantities necessary to complete project on time	Completed	Completed	Completed	Completed.	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Snow		
Monday	"		
Tuesday	Cloudy		
Wednesday	Clear-Cold		
Thursday	Cloudy- "		
Friday	Clear - "		
Saturday	Cloudy		

RECEIVED
DEC 20 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 19 1948
FOR FILING

5-53(1)

2957

Cross Referenced To:
adv
Letters.
Comm

November 18, 1948

Mr. J. L. McCulloch, Mayor
City of Burns
Burns, Oregon

Cross Referenced To:
Const
R/W
Rome-Princeton
Second

Dear Mr. McCulloch:

Pursuant to the understanding reached at the last meeting of the Commission when you appeared on behalf of Judge Higgs and a delegation from Harney County, I am pleased to hand you a copy of the report submitted to the State Highway Commission by Mr. Baldock dated April 14, 1948, which contains information that will be of interest to you and others in your district concerning improvements on the Folly-farm-Princeton Secondary Highway.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEG:ee
Enc.

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APR 15 1948
FOR FILING

S-53(1)

#2957

File

Const.
R/W
Rome-Princeton
Secondary

April 14, 1948

Oregon State Highway Commission

Gentlemen:

I am advised by Mr. Glaisyer that Judge Nelson B. Higgs of Harney County has been assigned 15 minutes of time to appear before you on April 20. Judge Higgs says that it is his understanding that the Highway Commission had a certain amount of money for construction on the Follyfarm Secondary Highway but that it was not all spent and he is going to give the Commission some ideas for the expenditure of the balance.

Actual facts of the matter are that more work has been placed under contract on the Follyfarm-Scotts Butte Section of the Rome-Princeton Highway than was set up in the three-year postwar allotment. The original allotment consisted of $375,000 to grade, surface and oil the Follyfarm-Scotts Butte Section. The program was later revised to provide for use of federal lands highway funds on a portion of the project and the Public Roads Administration awarded a contract for a project authorization of $175,900.

The State has let a contract for the balance of the section between Follyfarm and Rome at a contract authorization of $280,700. Therefore, there has been placed under contract on this highway, to date, a total of $456,600 which is $81,600 in excess of the original allotment. This increased amount, of course, was due to rise in prices.

From the above it can readily be seen that there was no underrun of the original allotment. The Judge apparently is considering the State's contract in the amount of $280,700 only and does not take into consideration the $175,900 of federal lands highway funds being expended under the jurisdiction of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams

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S-53(1)

2757

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 6, 1948

S-53(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Federal-aid Secondary
Project No. S-63(1), Folly-Farm-
Scotts Butte Section of the Rome-
Princeton Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L J Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

Jim

m PR 2 (Revised 1946)

WA8pr 7573

State Oregon

Federal Aid Secondary Project No. S-53(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of September, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 1st day of October, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of December, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy thousand and 00/100 dollars ($170,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 51, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 3491+49.6 at the south boundary of the SE 1/4, Section 36, T. 30½ S. R. 38 E., W.M., and survey station 4282+00 in the SW 1/4, Section 16, T. 29 S., R. 37 E, W. M., without exception, length 14.964 miles, in Malheur County, being Oregon Federal Aid/Secondary project No. S-53(1), consisting of 14.964 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred seventy thousand and 00/100 dollars ($170,000.00), which does not exceed the authorized Federal pro rata share of two hundred seventy-nine thousand five hundred fifty and 70/100 dollars ($279,550.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 539, Laws 1959.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

PRINCETON-ROME SECONDARY NO. 442

Princeton-Camp Creek Section:

	Miles	Cost Per Mile	Total Cost
Drainage and Irrigation	9.90 Mi.	$2,500	$ 24,750
Regrading	9.90 Mi.	3,800	37,620
Surfacing	9.90 Mi.	7,600	75,240
Type 0-9 Oil Mat	9.90 Mi.	2,850	28,215
			$165,825
Engineering & Contingencies			16,575
			$182,400

Camp Creek-Two Miles West of Follyfarm Section:

	Miles	Cost Per Mile	Total Cost
Drainage and Irrigation	15.52 Mi.	$2,500	$ 38,800
Regrading	15.52 Mi.	3,800	58,976
Surfacing	15.52 Mi.	7,600	117,952
Type 0-9 Oil Mat	15.52 Mi.	2,850	44,232
			$259,960
Engineering & Contingencies			25,940
			$285,900

Two Miles West of Follyfarm-Follyfarm Section:

	Miles	Cost Per Mile	Total Cost
Drainage and Irrigation	4.0 Mi.	$2,500	$ 10,000
Grading	4.0 Mi.	3,800	15,200
Surfacing	4.0 Mi.	7,600	30,400
Type 0-9 Oil Mat	4.0 Mi.	2,850	11,400
			$ 67,000
Engineering & Contingencies			6,700
			$ 73,700

DIAMOND VALLEY SECONDARY NO. 456

Four Miles North of Princeton to 2.3 Miles North of Princeton, or the Junction of the Diamond Valley Secondary and the Princeton-Rome Secondary:

	Miles	Cost Per Mile	Total Cost	
Drainage and Irrigation	1.7 Mi.	$2,500	$ 4,250	
Grading	1.7 Mi.	3,800	6,460	
Surfacing	1.7 Mi.	7,600	12,920	
Type 0-9 Oil Mat	1.7 Mi.	2,800	4,760	
			$ 28,390	
Engineering & Contingencies			2,810	
			$ 31,200	$573,200

October 6, 1948

OREGON STATE HIGHWAY DEPARTMENT

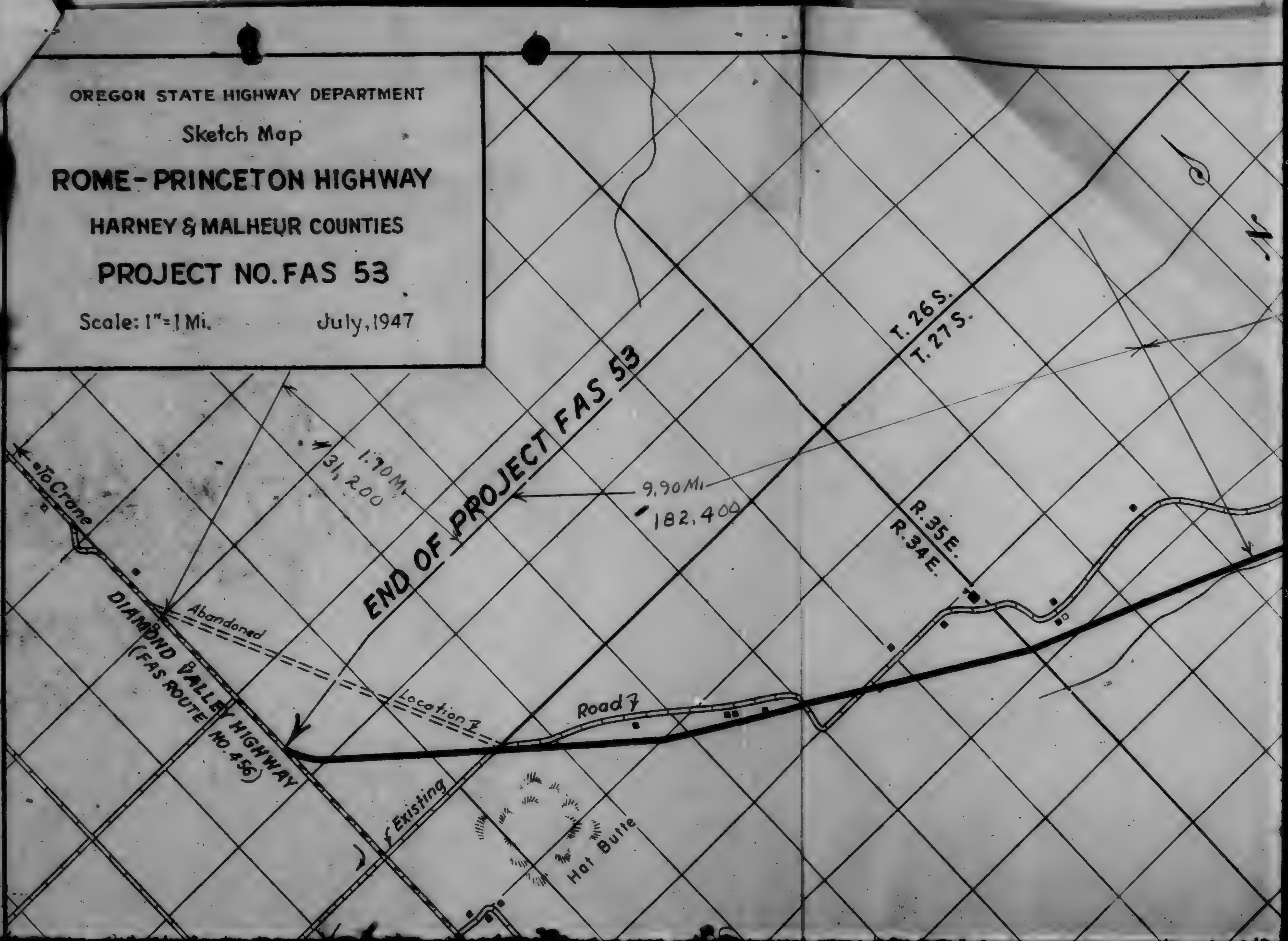
Sketch Map

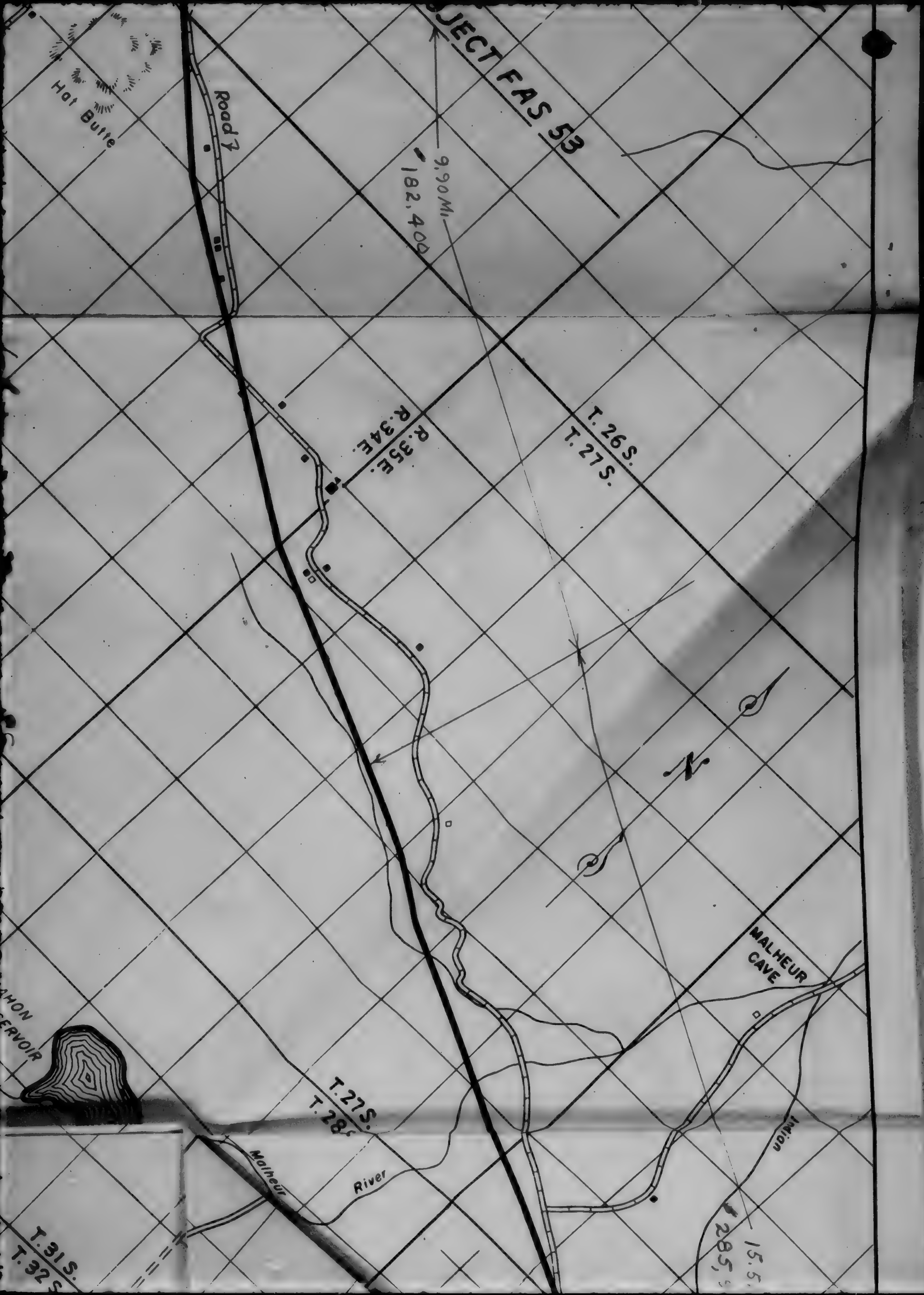
ROME-PRINCETON HIGHWAY

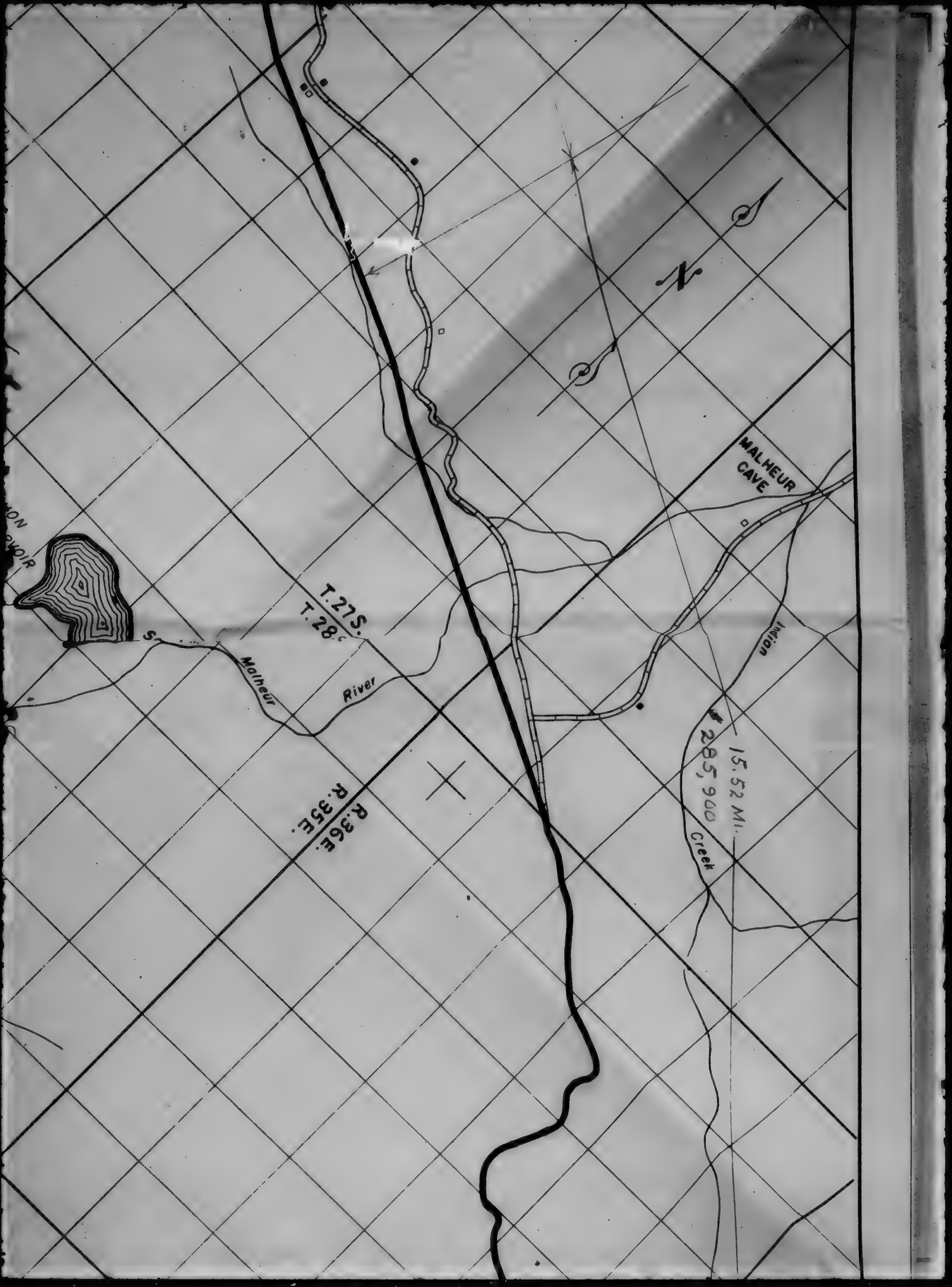
HARNEY & MALHEUR COUNTIES

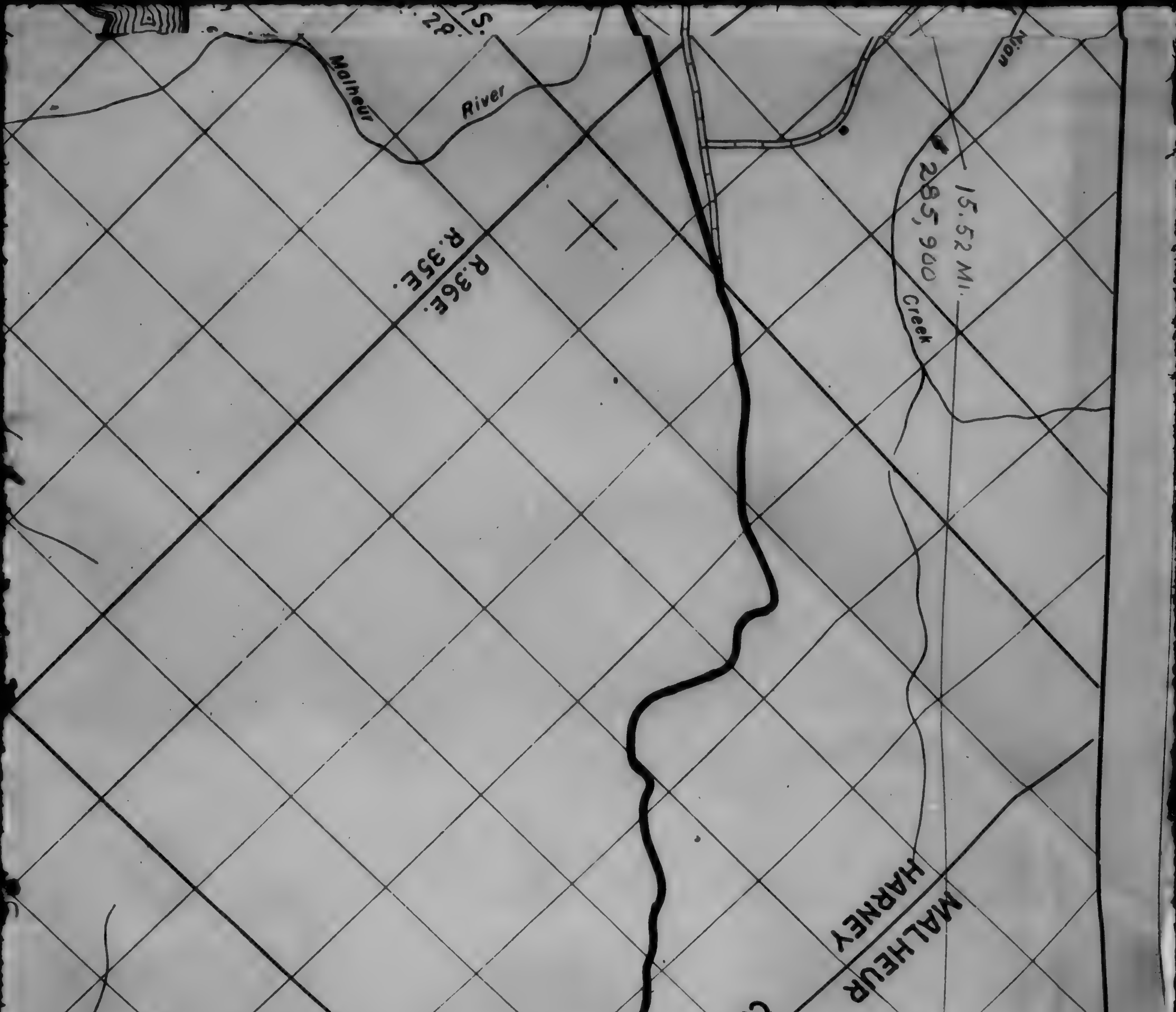
PROJECT NO. FAS 53

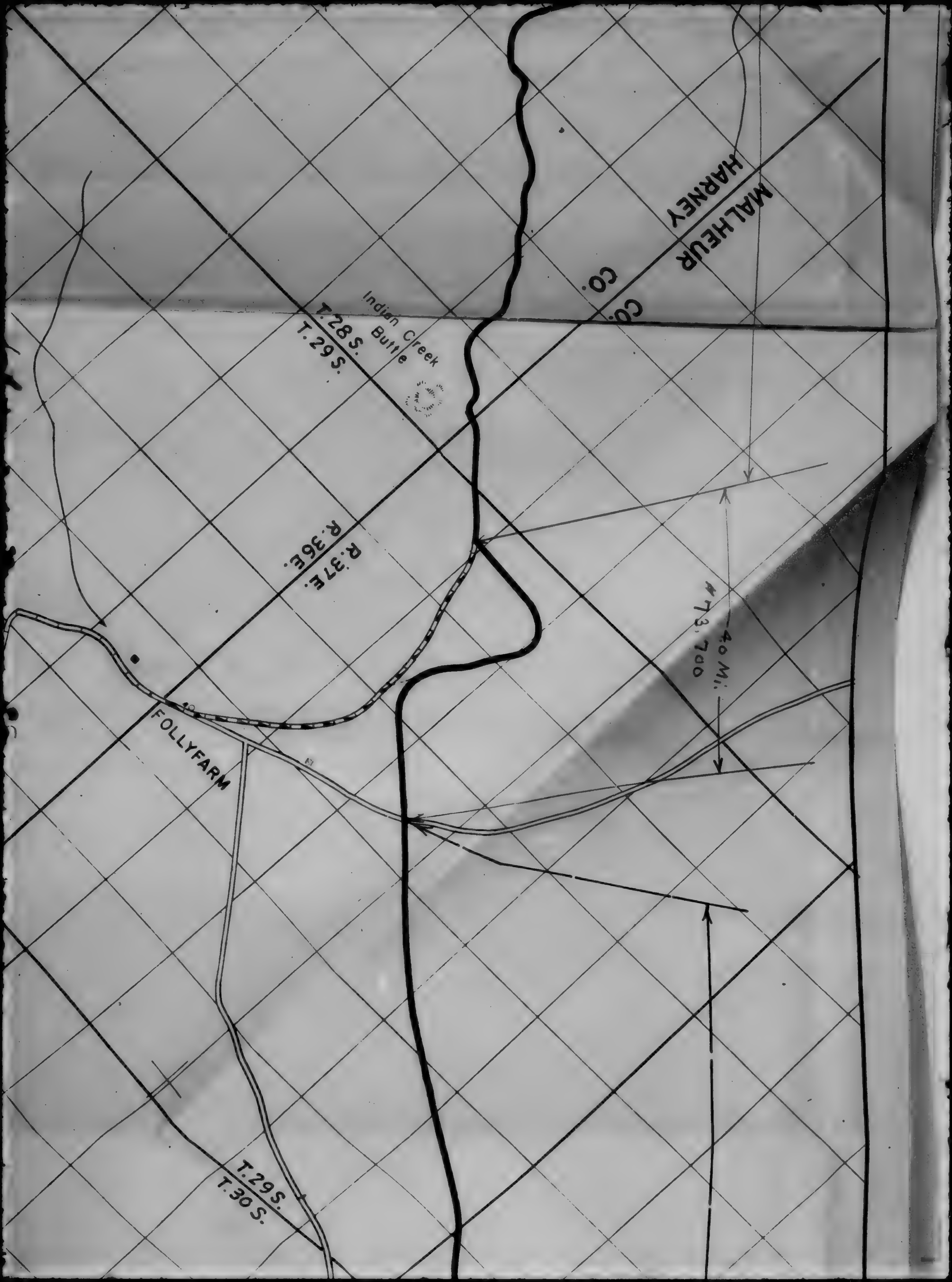
Scale: 1" = 1 Mi.   July, 1947

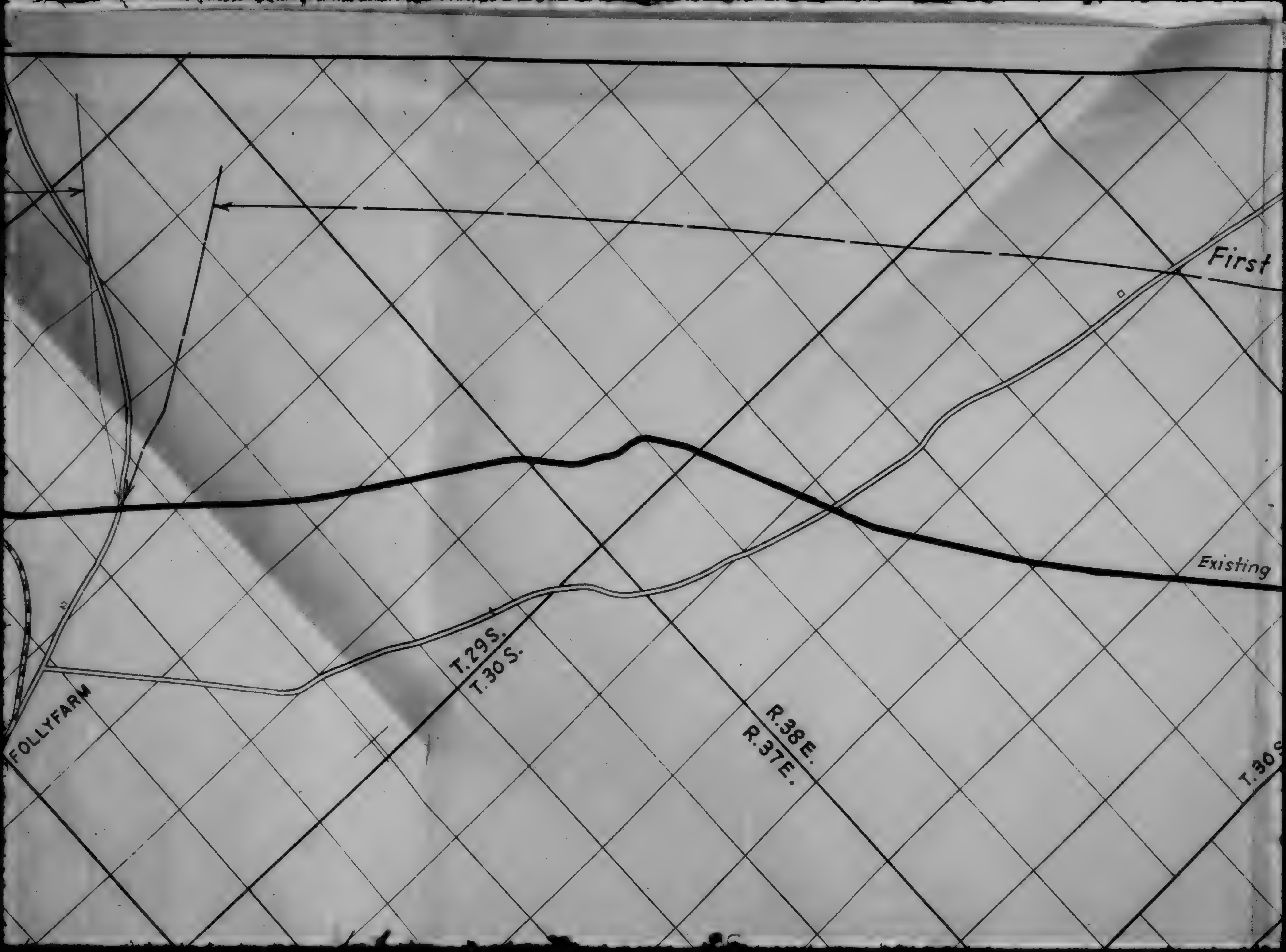


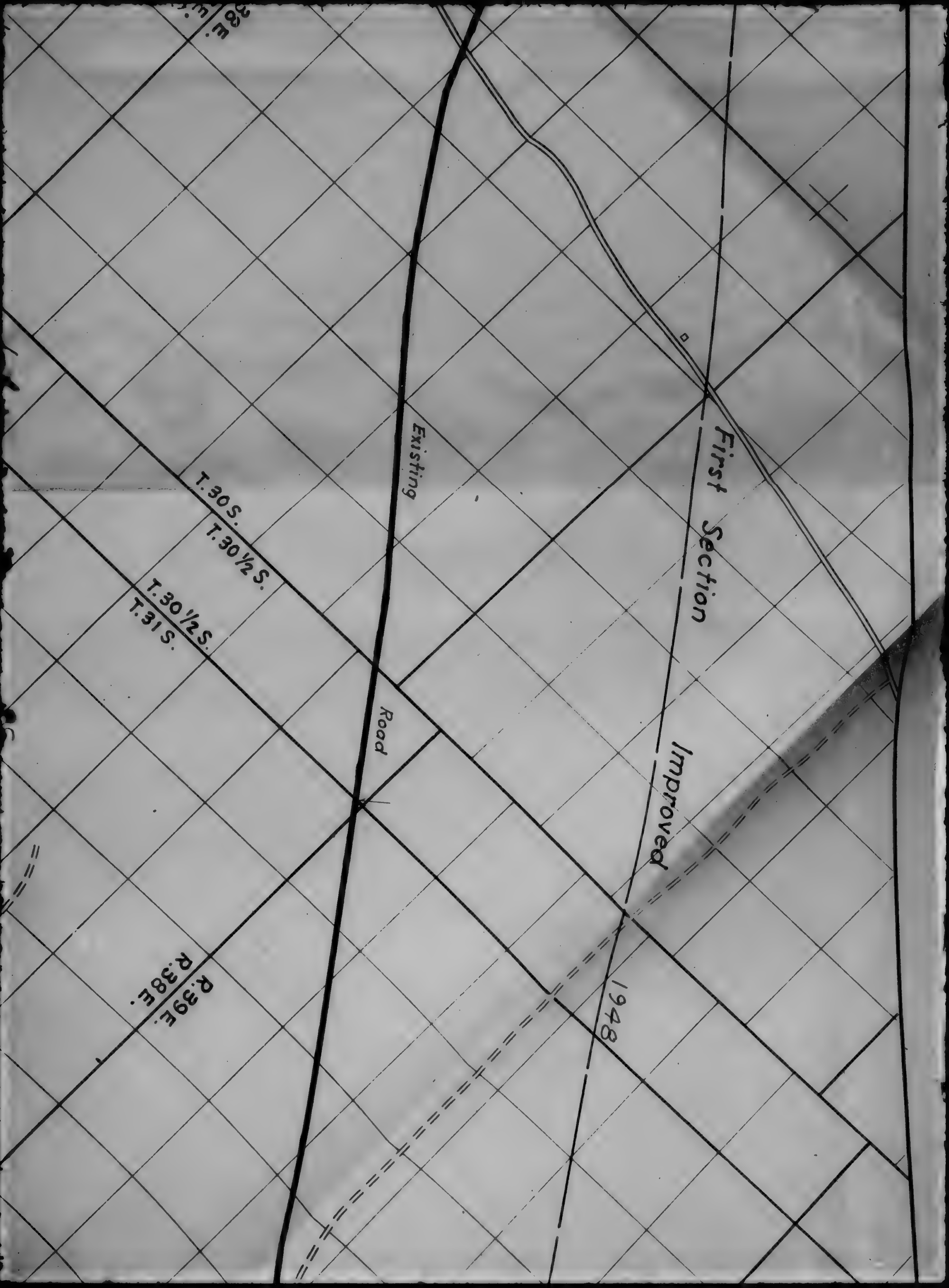

JECT FAS 53
Hat Butte
Road 7
9.90 Mi
182,400
T.26S.
T.27S.
R.34E.
R.35E.
N
MALHEUR
CAVE
AHON
ERVOIR
T.27S.
T.28
Malheur
River
Indian
15.5
285,
T.31S.
T.32S

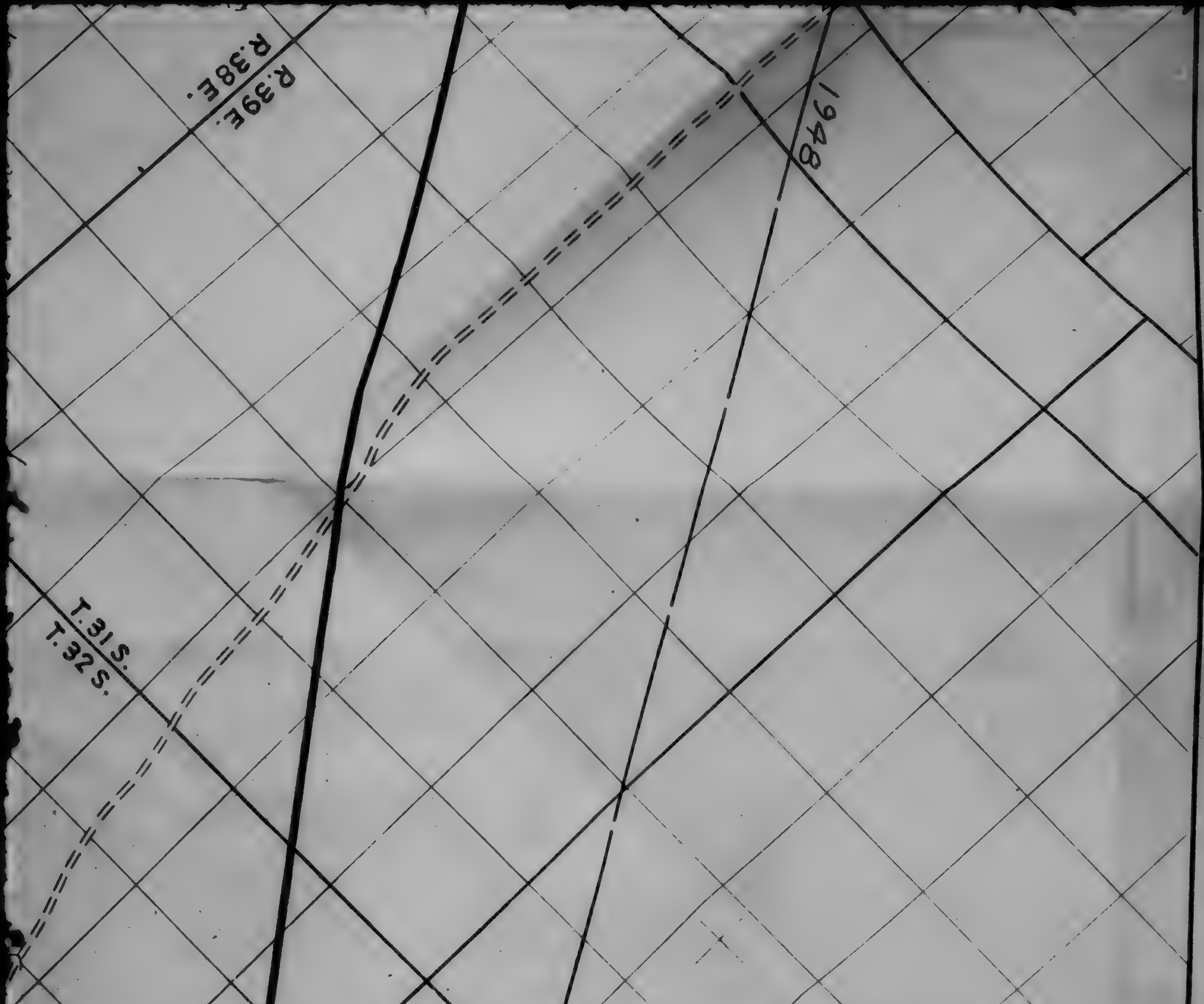

N
MALHEUR CAVE
T.27S.
T.28
Malheur
River
Indian
Creek
R.36E.
R.35E.
15.52 MI.
285,900

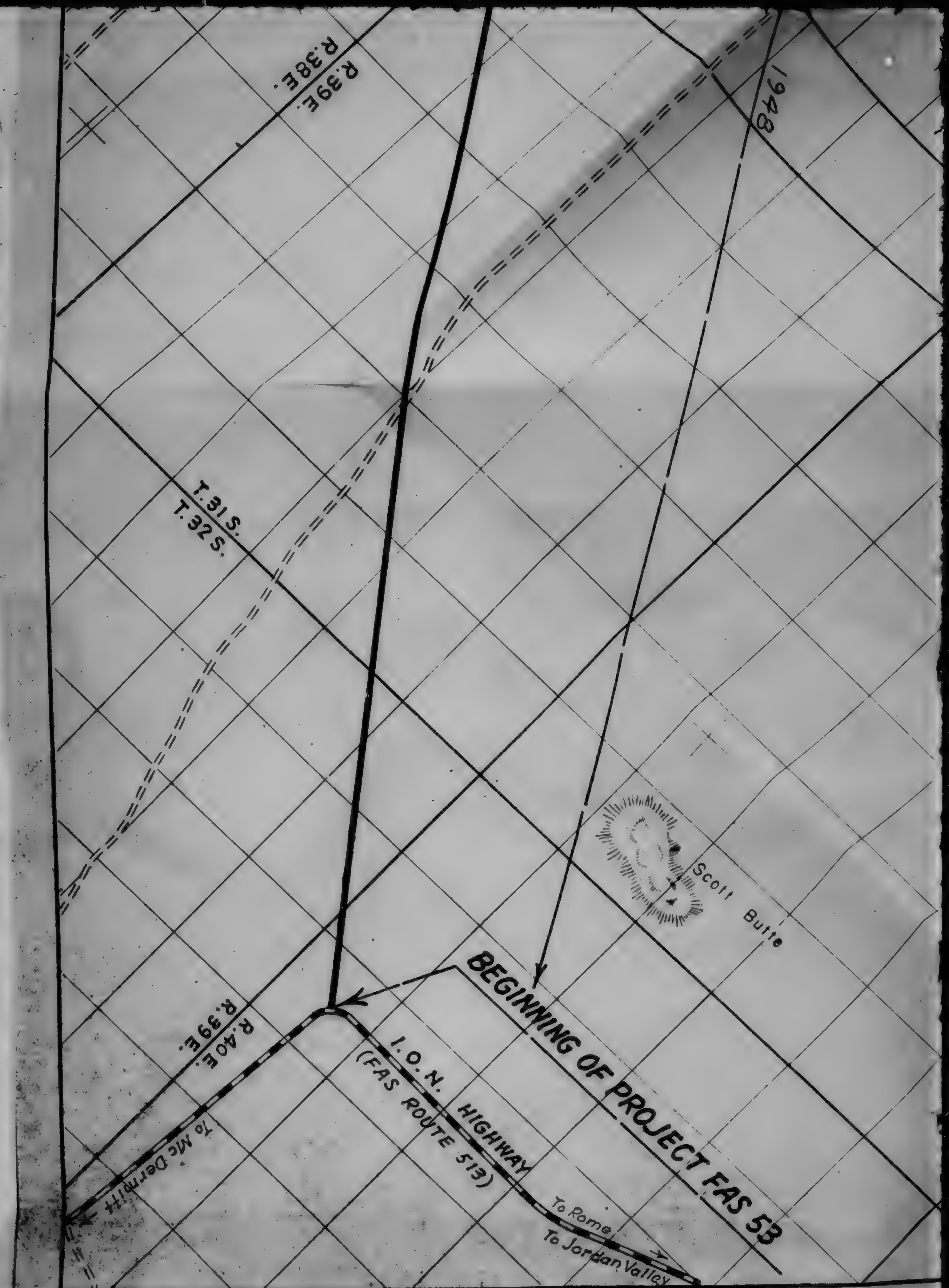

T.
S.
28
Malheur
River
R.35E.
R.36E.
15.52 Mi.
#285,900
Creek
HARNEY CO.
MALHEUR CO.
Indian Creek
Butte
T.28S.
T.29S.
R.36E.
R.37E.
4.0 Mi.
#73,700
FO

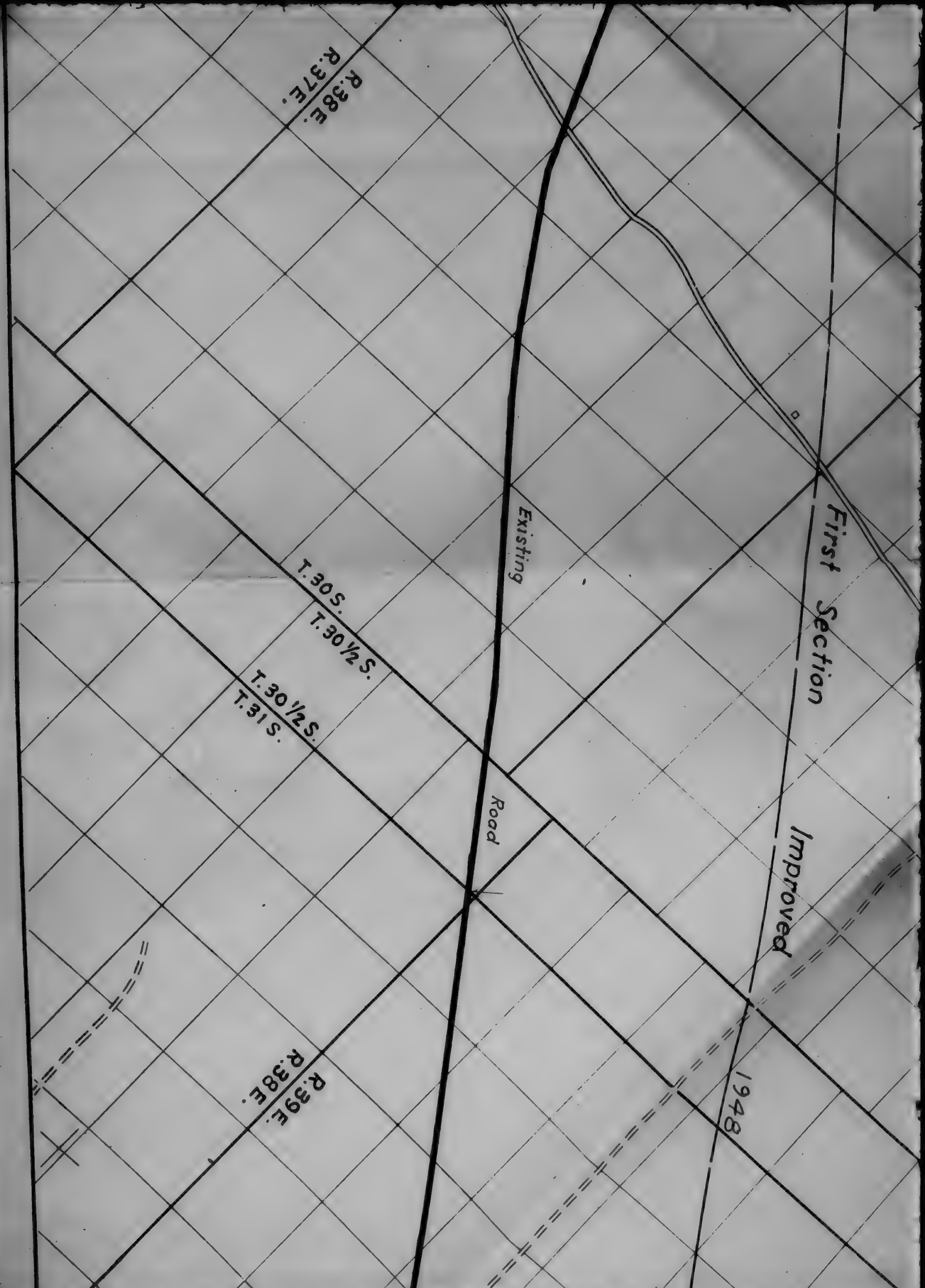

HARNEY
CO.
MALHEUR
CO.
Indian Creek
Butte
T.28S.
T.29S.
R.36E.
R.37E.
FOLLYFARM
4.0 Mi.
#73,700
T.29S.
T.30S.

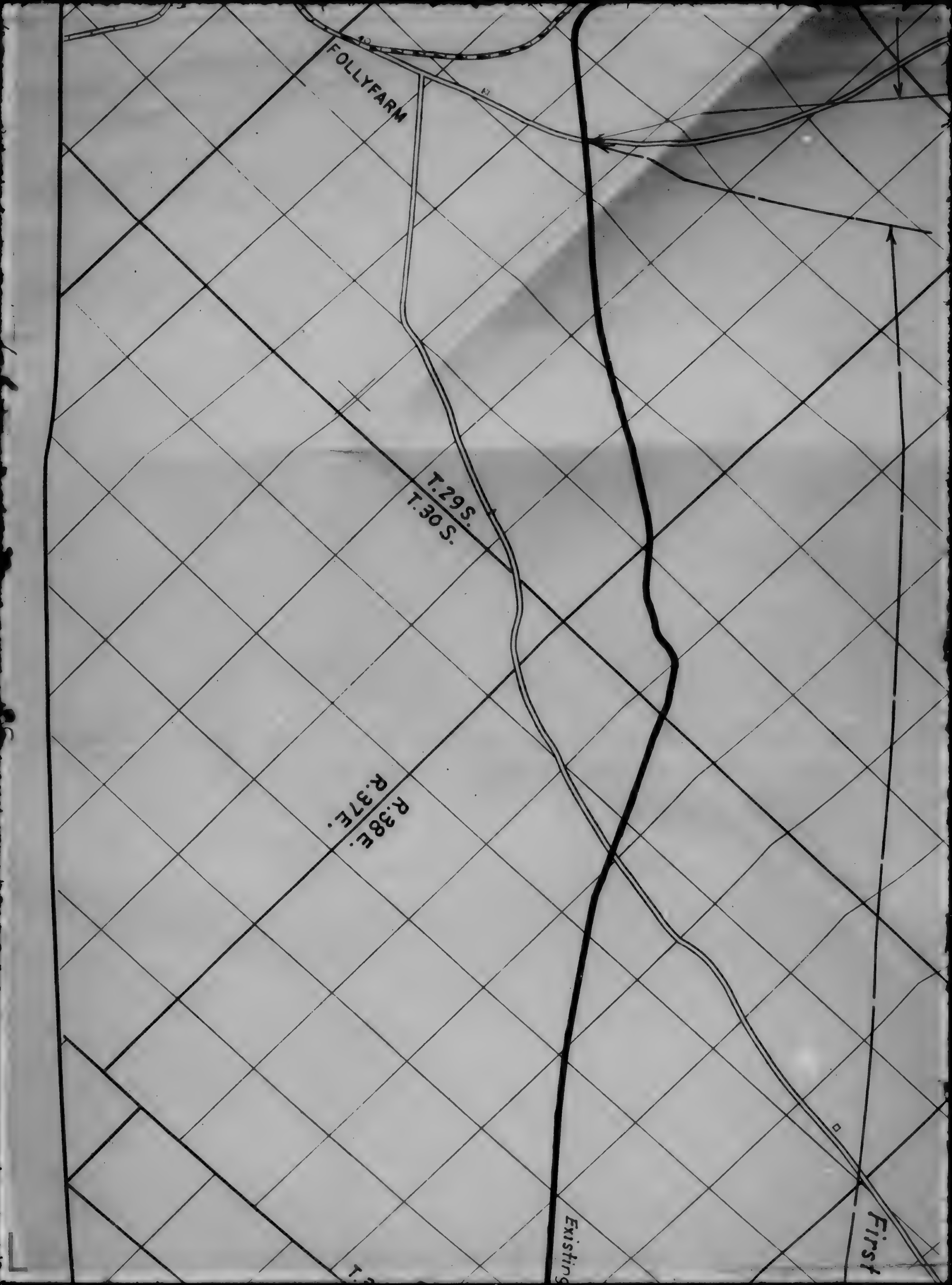

First
Existing
FOLLYFARM
T.29S.
T.30S.
R.38E.
R.37E.
T.30S

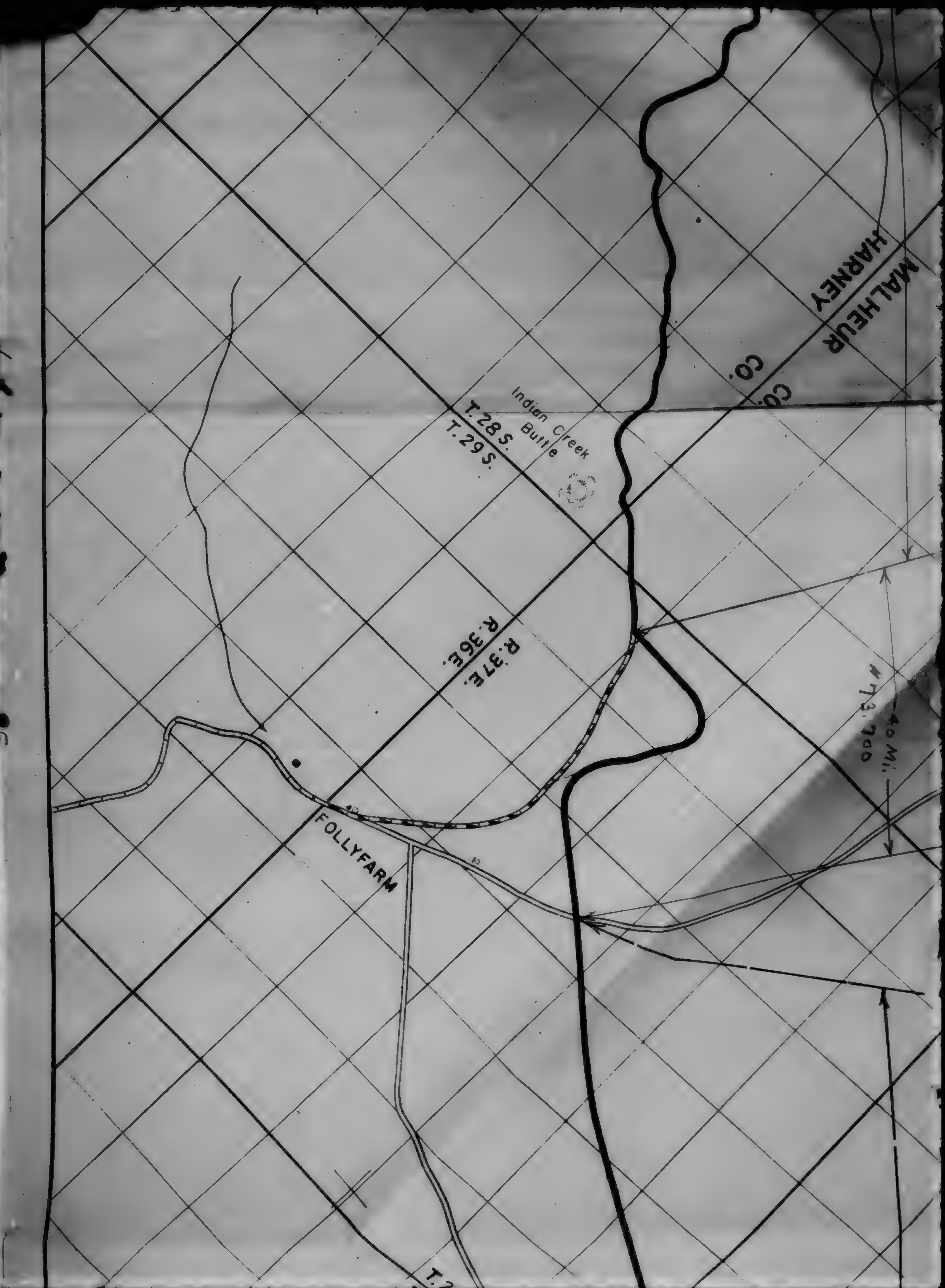

38E.
Existing
Road
First Section
Improved
1948
T.30S.
T.30½S.
T.30½S.
T.31S.
R.39E.
R.38E.

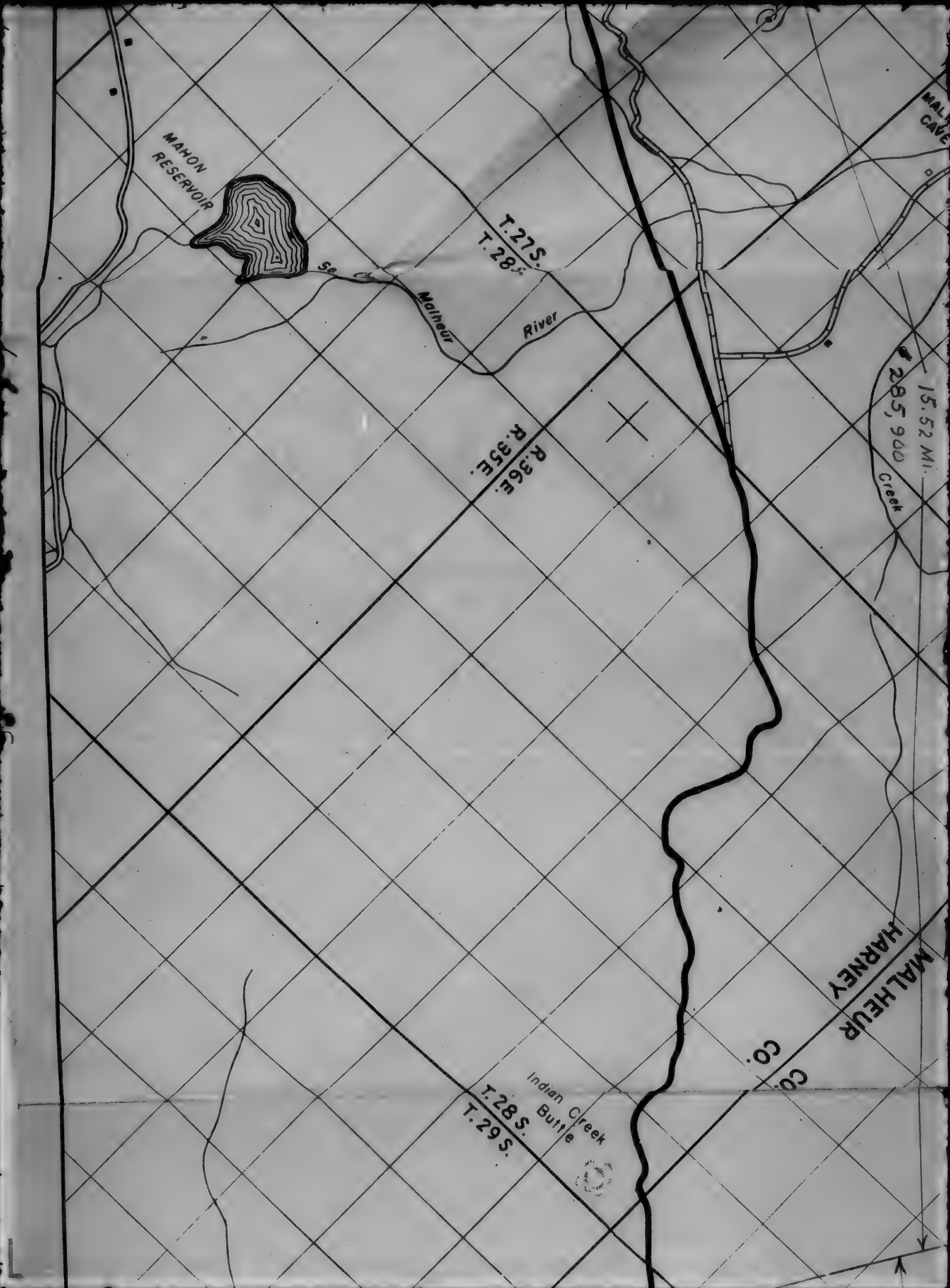

R.38E.
R.39E.
1948
T.31S.
T.32S.
Scott Butte
BEGINNING OF PROJECT FAS 53
R.39E.
R.40E.
I.O.N. HIGHWAY
(FAS ROUTE 513)
To Rome
To Jordan Valley
To Mc D

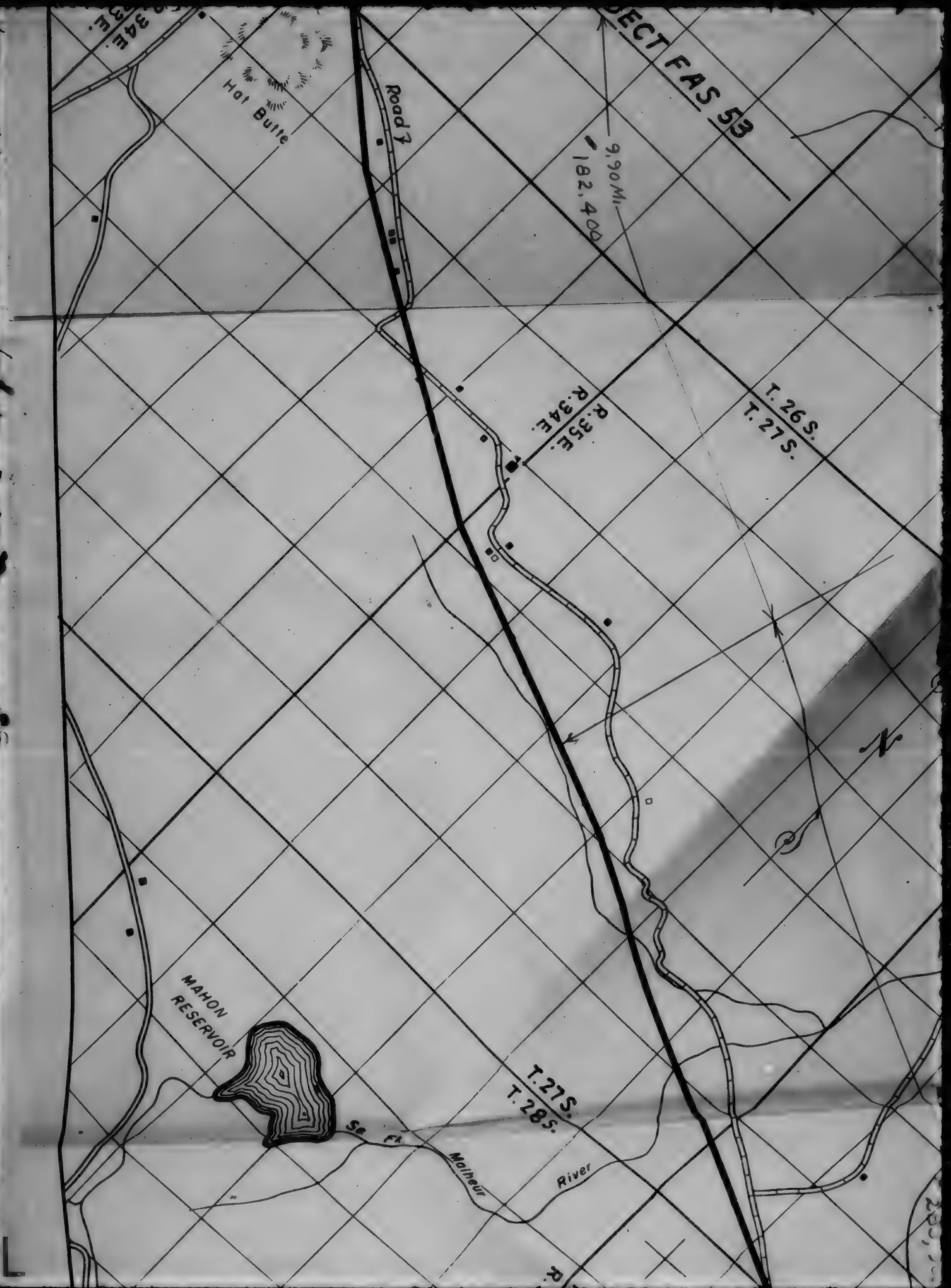

R.38E.
R.39E.
1948
T.31S.
T.32S.
Scott Butte
BEGINNING OF PROJECT FAS 53
R.39E.
R.40E.
I.O.N. HIGHWAY
(FAS ROUTE 513)
To Mc Dermitt
To Rome
To Jordan Valley
L

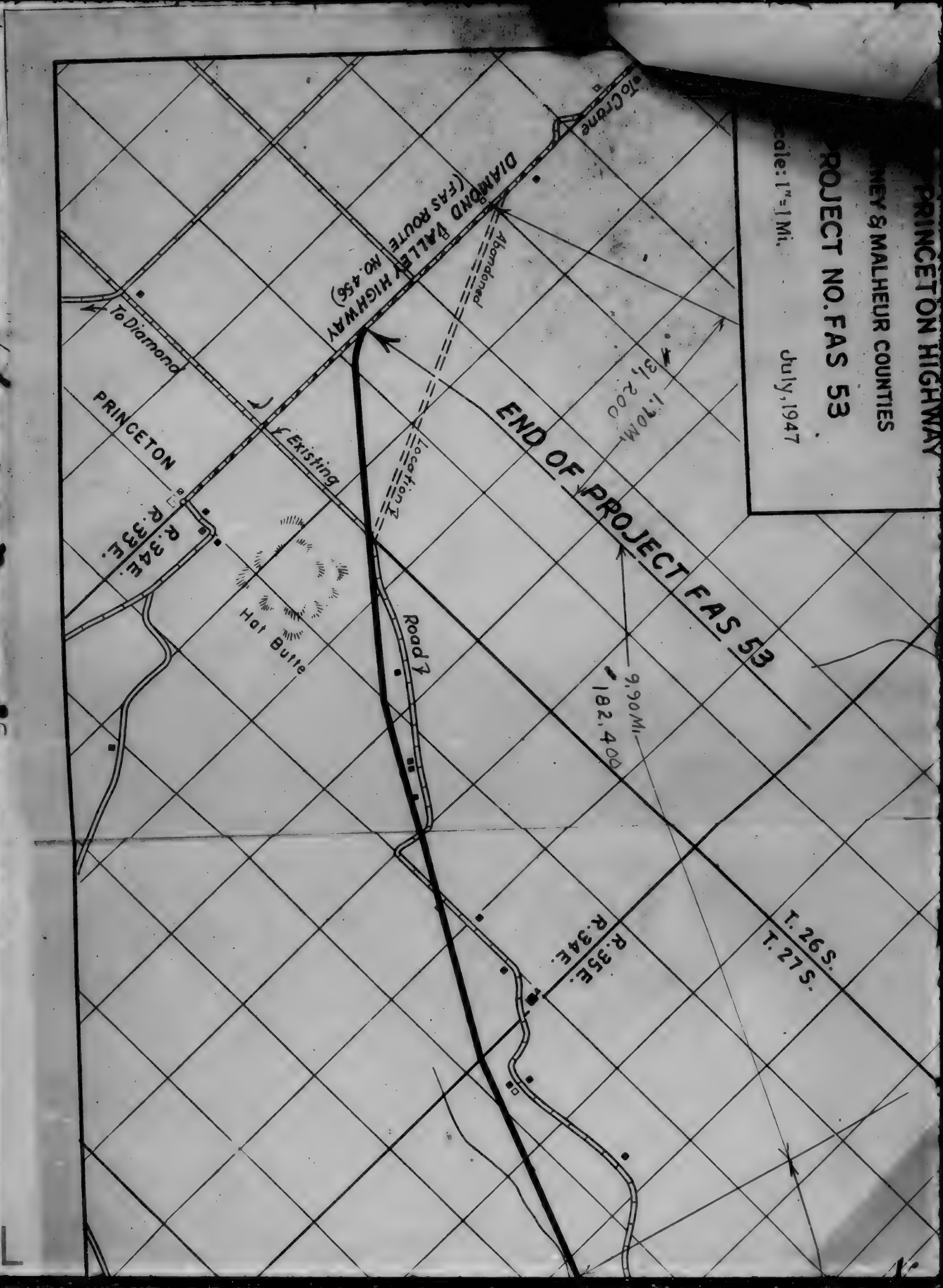

R.38E.
R.37E.
T.30S.
T.30½S.
T.30½S.
T.31S.
Existing
Road
First Section
Improved
1948
R.39E.
R.38E.


FOLLYFARM
T.29S.
T.30S.
R.38E.
R.37E.
Existing
First
T.


HARNEY CO.
MALHEUR CO.
Indian Creek Butte
T.28 S.
T.29 S.
R.36 E.
R.37 E.
FOLLYFARM
#73,700
4.0 Mi.
T.2


MAHON RESERVOIR
So. Fk.
Malheur River
T.27S.
T.28S.
R.35E.
R.36E.
MAL
CAVE
15.52 Mi.
285,900
Creek
HARNEY CO.
MALHEUR CO.
Indian Creek Butte
T.28S.
T.29S.


R. 34E.
Hat Butte
Road 7
ECT FAS 53
9.90 Mi.
182,400
T. 26 S.
T. 27 S.
R. 35 E.
R. 34 E.
N
MAHON
RESERVOIR
T. 27 S.
T. 28 S.
So. Fk. Malheur River
R.
L


PRINCETON HIGHWAY
NEY & MALHEUR COUNTIES
PROJECT NO. FAS 53
cale: 1"=1 Mi.
July, 1947
To Crane
DIAMOND VALLEY HIGHWAY
(FAS ROUTE NO. 456)
Abandoned
To Diamond
PRINCETON
Existing
Location
1.70 Mi
31,200
END OF PROJECT FAS 53
R.33E.
R.34E.
Hat Butte
Road
9.90 Mi
182,400
R.34E.
R.35E.
T. 26 S.
T. 27 S.

RECEIVED
DEC 20 1948
FOR FILING

5-53(1)

2457

September 29, 1948

Hon. Nelson B. Higgs
County Judge, Harney County
Burns, Oregon

Dear Sir:

I have just returned from a meeting of the American Association of State Highway Officials in Salt Lake City and find on my desk your telegram of September 23, inquiring as to the date of the next Highway Commission meeting and requesting the privilege of appearing before the Commission at that time in the interests of the Follyfarm Highway.

I find that my secretary, Miss Odle, has advised you of the meeting date - November 3 and 4, 1948 - but she did not make a reservation for you. This letter will confirm the information she gave and will also advise you that I am reserving 15 minutes of time for your convenience starting at 10:45 a.m. on Thursday, November 4. The meeting will be held, as usual, in the Green Room of the Imperial Hotel, Portland.

With best regards, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo 9-30

D

Salem, Oregon
September 29, 1948

Mr. R. H. Baldock

Mr. W. C. Williams

County Judge Nelson B. Higgs, of Harney County, will appear before the State Highway Commission at its meeting on November 4 at 10:45 a.m. to discuss matters pertaining to the Follyfarm-Princeton Highway.

Secretary

HBG:eo 9-30

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

JOSEPH [illegible]
PRESIDENT

1201

P4

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

(13)

AGENDA
NOV 22 1948

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA092 PD=BURNS ORG 23 916A

SEP 23 AM 10 19

MR GLAZIER
=SECY STATE HI WAY COMM

WIRE COLLECT DATE OF NEXT MEETING WISH TO APPEAR INTEREST OF FOLLYFARM PRINCETON HIGHWAY=

NELSON B HIGGS COUNTY JUDGE=

[illegible]

10:45 AM
Nov 4

D

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

File

SERVICE			
ck the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM	☒	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COLLECT

Salem, Oregon
September 24, 1948
11:30 a.m.

Nelson B. Higgs
Harney County Judge
Burns, Oregon

Reurtel Highway Commission meeting date November 3 and 4, Portland.

Letter follows.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Collect

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
AUG 20 1948
FOR FILING

8-53 (1)

August 20, 1948

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to E. C. Hall Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2957 for the N.Unit, Pollyfarm-Scotts Butte Section of the Rome-Princeton Highway, Malheur County. This payment, which is in the amount of $65,794.25, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,750.09. The present payment to the contractor will be made on or after August 30, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD

8-21-48 gl

RECEIVED
DEC 22 19[illegible]
FOR FILING

553(1)

August 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Follyfarm-Scotts Butte Section, Project No. S-53 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-53 (1)

[illegible] SECTION OF THE
ROME-PRINCETON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Structural Excavation, Common	$ 3.00	180.00
20	cu. yds.	Structural Excavation, Solid Rock	6.00	120.00
100	cu. yds.	Trench Excavation, Common	3.00	300.00
20	cu. yds.	Trench Excavation, Solid Rock	6.00	120.00
125,000	cu. yds.	General Excavation, Common	0.60	75,000.00
50,000	cu. yds.	General Excavation, Solid Rock	0.60	30,000.00
88,300	yd.stas.	Short Overhaul	0.02	1,766.00
730	C-yd.stas.	Long Overhaul	0.50	365.00
14.96	miles	Finishing Roadbed and Slopes	500.00	7,480.00
1,700	lin. ft.	18" Corr. Metal Pipe	4.25	7,225.00
430	lin. ft.	24" Corr. Metal Pipe	6.00	2,580.00
180	lin. ft.	36" Corr. Metal Pipe	11.00	1,980.00
42,000	cu. yds.	Material in Base	1.00	42,000.00
9,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.45	22,050.00
14.96	miles	Preparation of Base	200.00	2,992.00
6,600	cu. yds.	Furnishing and Placing Aggregates	3.80	25,080.00
330	tons	Furnishing and Placing 151-200 Asphalt	47.70	15,741.00
190	tons	Furnishing and Placing SC-3 or Emulsified Asphalt	48.20	9,158.00
			Subtotal	$254,137.00
			10% Engr. & Cont.	25,413.70
			Total	$279,550.70

Length of Roadway	14.964 miles
Cost per mile	$18,681.54

Federal Secondary Funds- -	$170,000.00
State Funds- -	109,550.70
	$279,550.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
JUL 26 1948
FOR FILING

S-53 (1)

2957

July 23, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 19, 19, 1948, on Contract No. 2957, N. Unit, Pollyfarm-Houtts Butte Section, in connection with Federal Aid Project No. S-53 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/gs

cc to C. H. Armstrong

RECEIVED
FOR FILING

Oregon State Highway Department

Federal Aid Secondary
Project No. S-53 (1)

S 53(1)

FOLLYFARM-SCOTTS BUTTE SECTION OF THE ROME-PRINCETON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July ~~April~~ 20, 1948

All Required		Clearing and Grubbing		$ 10,000.00
60	cu. yds.	Structural Excavation, Common	$ 3.00	180.00
20	cu. yds.	Structural Excavation, Solid Rock	6.00	120.00
100	cu. yds.	Trench Excavation, Common	3.00	300.00
20	cu. yds.	Trench Excavation, Solid Rock	6.00	120.00
125,000	cu. yds.	General Excavation, Common	0.60	75,000.00
50,000	cu. yds.	General Excavation, Solid Rock	0.60	30,000.00
88,300	yd. stas.	Short Overhaul	0.02	1,766.00
730	C-yd. stas.	Long Overhaul	0.50	365.00
14.96	miles	Finishing Roadbed and Slopes	500.00	7,480.00
1,700	lin. ft.	18" Corr. Metal Pipe	4.25	7,225.00
430	lin. ft.	24" Corr. Metal Pipe	6.00	2,580.00
180	lin. ft.	36" Corr. Metal Pipe	11.00	1,980.00
42,000	cu. yds.	Material in Base	1.00	42,000.00
9,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.45	22,050.00
14.96	miles	Preparation of Base	200.00	2,992.00
6,600	cu. yds.	Furnishing and Placing Aggregates	3.80	25,080.00
330	tons	Furnishing and Placing 151-200 Asphalt	47.70	15,741.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	48.20	9,158.00
			Subtotal	$254,137.00
			10% Engr. & Cont.	25,413.70
			Total	$279,550.70

Length of Roadway 14.964 miles
Cost per mile $18,681.54

Federal Secondary Funds- -	~~$160,000.00~~	170,000.00
State Funds- -	~~119,550.70~~	109,550.70
	$279,550.70	

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
MAY 18 1948
FOR FILING

S-53 (1)

#472 ✓

May 18, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Please refer to your letter of April 28, having reference to plasticity index in materials passing 40-inch sieve for use on Oregon Federal Aid Project S-53(1), North Unit, Follyfarm-Scotts Butte Section.

I am advised by the La Grande Division Engineer that at the start of the surfacing work it was difficult to strip all the wind-blown soil from the surface due to the irregular surface of the rock. It is believed that the plasticity index resulted from this wind-blown soil as later samples, particularly the last sample on record taken on May 4, did not show any PI. We, therefore, believe the matter has been satisfactorily corrected.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible] G. Smith
E. F. Chidsey

FORM E-30 25M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Record of Assignment #492, W.C.W., letter from T. M. Davis making inquiry about the cause of the high amount of P.I. in the 2" - 0" material on the North Unit, Folly Farm-Scotts Butte Section.

Mr. Chidsey advises that due to the irregular surface of the rock it was rather hard to strip all the windblown soil from the surface and he thinks this resulted in the first samples showing a P.I. A sample taken on May 4th, did not show any P.I. so it is concluded they have corrected the difficulty.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: E. F. Chidsey

ASSIGNMENT

No. 442
WCW

DESCRIPTION: Letter from T. M. Davis, Distrcit Engineer concerning what measures should be taken to require production of satisfactory material on Oregon Federal Aid Secondary Project S-53 (1), North Unit of Folly Farm

DATE: April 29, 1948 ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☑ Return with drafted reply
xxx☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ________________

☐ ____

REPORT RECEIVED: 5-11-48 - do

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 28, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are in receipt of laboratory reports for 2" to 0" crushed rock produced for use on Oregon Federal Aid Secondary Project S-53(1), North Unit of Folly Farm - Scotts Butte Section of the Rome-Princeton Highway. The test reports indicate that the fines have a plasticity index of 21 to 29 and a liquid limit of 57 to 66. Since the special provisions require that the part of the material passing through the No. 40 sieve shall have a plasticity index not to exceed 6 and as the contractor is required to provide a scalping screen for his crusher set up, we are at a loss to understand why the use of this material has been permitted. Please advise at your early convenience what measures are to be taken to require the production of satisfactory material on this project.

Very truly yours,

T. DAVIS
District Engineer.

RECEIVED
APR 29 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 2 19
FOR FILING
S-53(1)

January 26, 1948

Mr. T. N. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 23, 1948 on Contract Number 2977, Pollyfarm-Scotts Butte Section in connection with Federal Aid Project Number S-53 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:nd

RECEIVED
JAN 28 1948
FOR FILING

5-53(1)

January 26, 1948

E. C. Hall Co.
Rte. 6, Box 630
Portland 1, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2957, which was awarded to you on December 29, 1947 by the State Highway Commission, covering the North Unit, Follyfarm-Scotts Butte Section of the Rome-Princeton Highway in Malheur County. This copy is for your record and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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5-53 (1)

December 31, 1947

E. C. Hall Company
Route 6, Box 630
Portland 1, Oregon

Gentlemen:

The State Highway Commission on December 29, awarded you the contract for grading and oil mat surfacing on the North Unit, Follyfarm-Scotts Butte Section of the Rome-Princeton Secondary Highway in Malheur County. This award was based on your low bid of $265,162.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

dr
cc - S. H. Probert

NOTED
H. B. GLAISYER

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

S 53(1)

December 29, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence as of this date in the award of contract on Oregon Federal Aid Secondary Project No. S-53(1), North Unit, Follyfarm - Scotts Butte Section of the Rome-Princeton Secondary Highway, to E. C. Hall Co., Portland, Oregon, low bidders.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer.

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STATE HIGHWAY COMMISSION

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OREGON DISTRICT
S 53(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

December 12, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-53(1), North Unit, Follyfarm - Scotts Butte Section of the Rome - Princeton Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

By HA Stoddart
H. A. Stoddart
Sr. Highway Engineer.

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STATE HIGHWAY COMMISSION

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S53(1)

December 8, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Pollyfarm-Scotts Butte Section, Project No. S-53 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-53 (1)

FOLLYFARM-SCOTTS BUTTE SECTION OF THE ROME-PRINCETON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 8, 1947

All Required		Clearing and Grubbing		$ 8,000.00
60	cu. yds.	Structural Excavation, Common	$ 2.50	150.00
20	cu. yds.	Structural Excavation, Solid Rock	5.00	100.00
100	cu. yds.	Trench Excavation, Common	2.50	250.00
20	cu. yds.	Trench Excavation, Solid Rock	5.00	100.00
125,000	cu. yds.	General Excavation, Common	0.30	37,500.00
50,000	cu. yds.	General Excavation, Solid Rock	1.25	62,500.00
88,300	yd. stas.	Short Overhaul	0.02	1,766.00
730	C-yd. stas.	Long Overhaul	0.50	365.00
14.96	miles	Finishing Roadbed and Slopes	500.00	7,480.00
1,700	lin. ft.	18" Corr. Metal Pipe	3.00	5,100.00
430	lin. ft.	24" Corr. Metal Pipe	4.50	1,935.00
180	lin. ft.	36" Corr. Metal Pipe	9.00	1,620.00
42,000	cu. yds.	Material in Base	1.35	56,700.00
9,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.75	24,750.00
14.96	miles	Preparation of Base	200.00	2,992.00
6,600	cu. yds.	Furnishing and Placing Aggregates	4.00	26,400.00
330	tons	Furnishing and Placing 151-200 Asphalt	45.00	14,850.00
190	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	45.00	8,550.00
			Subtotal	$261,108.00
			10% Engr. & Cont.	26,110.80
			Total	$287,218.80

Length of Roadway	14.964 miles
Cost per mile	$19,193.98

Federal Secondary Funds- -	$160,000.00
State Funds- -	127,218.80
	$287,218.80

NORTH UNIT, POLLYFARM-SCOTTS BUTTE SECTION

PROJECT NO. S-53 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 8, 1947

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OREGON DISTRICT
S53(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

October 21, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED
Robert

Dear Sir:

Herewith for your information and record is copy of approved Form PR-9 eliminating the southerly Federal Lands portion of original Oregon Project S-53(1), Folly Farm - Scotts Butte, Item 18 of your 1948 Secondary Program.

Please note that we have corrected the southern terminus of the revised project so as to coincide with its length.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

Encl.

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OREGON
STATE HIGHWAY COMMISSION

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Jan

PR-8

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROGRAM CHANGE

COMMISSIONER:
ATTENTION—PROGRAM SECTION

September 24, 1947
(Date)

The following major program change of the individual project is requested:

Oregon (State) 1948 F.Y. Federal Aid Secondary Highway Program (Previous program) October 1, 1947 (Date of approval)

County Malheur XXXXX FAS Route No. FAS-455

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				CLASS OF WORK	TOTAL COST	FEDERAL FUNDS	STATE FUNDS		
Item as now programmed	18	S-55(1)	1 mile south Folly Farm to I. O. N. Highway near Scotts Butte	Survey plans					Gr., Dr., low type surf. 11 miles; Gr., Dr. intermediate type surf. 15 miles
				Right-of-way					
				Construction	375,000	227,000	148,000		
				Total	375,000	227,000	148,000	26.00	
Requested revision	18	1 mile south Folly Fram to point 16.1 miles south		Survey plans					
				Right-of-way					
				Construction	275,000	160,000	115,000	15.10	Gr., Dr., low type surf.
				Total	275,000	160,000	115,000		

Program balance subsequent to approval of this and previously recommended changes is: $ 172,215

Reason for change: South 11.24 miles of original project is to be improved with F. L. H. Funds, which mileage includes north leg of wye connection to U. S. 95 at Scotts Butte.

Recommended for approval s/ T. M. DAVIS District Engineer. Oct. 1, 1947 (Date)

Recommended: W. H. LYNCH Division Engineer. October 2, 1947 (Date)
By: F. E. Andrews, Acting Division Engineer

pproval Requested W. C. Williams 9/24/47
W. C. Williams, Acting State Hwy. Engr.

Approved: H. E. Hilts Acting Commissioner. October 14, 1947 (Date)

S. GOVERNMENT PRINTING OFFICE 16—48877-1

oval recommended:
. Hewes, Chief, Western Headquarters, Oct. 7, 1947 By: H. F. McCoy, Principal Highway Engineer.

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S-53(1)

September 24, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As suggested in your letter of September 22nd, we submit herewith Request for Program Change relating to Item No. 18 of the 1948 Federal Aid Secondary Highway Program, Project No. S-53 (1), Folly Farm-Scotts Butte Section.

Please fill in the date of approval of the project as originally programmed; also, the amount of funds remaining to be obligated.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

SHP:SM

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 22, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of September 19th relative to approval of Item No. 18 of the 1948 Federal Aid Secondary Highway Program, Project No. S-53(1), Follyfarm - Scotts Butte Section.

The approval of this item as a part of the 1948 program has been recommended. However, since a portion of the work included in the original program will be accomplished by Public Roads, it will be necessary for the usual number of signed copies of Form PR-9 to show the change in termini and reduction in funds, be submitted and approved before work can be authorized.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

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SEP 23 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 22 1947
FOR FILING

FA [illegible] (1)

September 19, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Subject: Project FAS-53(1)

As yet we do not have your approval for the expenditure of funds on the Follyfarm-Scotts Butte Section, Project FAS-53(1). At the last meeting of the State Highway Commission, when a portion of this section was turned over to the Public Roads Administration for construction with FLH funds, we understood that you would approve the expenditure of secondary funds for the balance of the section.

It will be appreciated if you will expedite the approval of this section for federal-funds expenditure so that we may call for bids on the remaining section at an early date.

Yours very truly,

W. C. Williams
Acting State Highway Engineer

WCW:hi

FORM E-30 25M 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18th, 1947

SUBJECT:

To:
Mr. W. C. Williams
Acting State Highway Engineer
Office

Dear Sir:

The P.R.A. has never approved the expenditure of funds on the Folly Farm-Scotts Butte Section. At the last meeting of the Commission when a portion of the road was turned over to the P.R.A. for construction with F.L.H. funds, Mr. Lynch intimated that they would approve the expenditure of secondary funds for the balance of the section.

Will you please secure this approval so that the job can be advertised for the next letting.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

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SEP 22 1947
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September 16, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the matter of utilizing the Federal Lands Highway Funds recently apportioned to Oregon to complete authorizations for the fiscal years 1941, 1942 and 1943, the total of which recently apportioned funds is $195,981.

The Highway Commission at its meeting on August 24-25, authorized the use of these funds on the Folly Farm-Scotts Butte Section of the Princeton-Rome Secondary Highway (FAS Highway No. 455) and, at the request of the division and district representatives of the Public Roads Administration, agreed to an arrangement whereby a part or all of work to be done, be done under the direction and general supervision of the Public Roads Administration in a manner similar to that customarily employed in the conduct of Forest Highway Projects.

Consideration of land ownership and of other conditions involved on the Folly Farm-Scotts Butte Section, leads to the conclusion that the portion of the Folly Farm-Scotts Butte Section best suited to handling, as a Federal Lands Highway Project with direction and general supervision in the hands of the Public Roads Administration, is the unit, 12.24 miles in length extending from Station 2913+40, at the southerly terminus of the Section, north and west to Station 3491+49.6. Our estimates indicate that this unit, which will hereinafter be referred to as the South Unit of the Folly Farm-Scotts Butte Section, should cost, inclusive of engineering, about $170,100, of which $163,700 would be on federal land and about $6,400 on state land. Maintenance materials to be stockpiled would cost about $8,500 (3,400 yards at $2.50), bringing the total for the project to about $178,600 and the amount to be contributed by the State to about $14,900.

Based on the above estimated amounts, approximately $32,300 of F.L.H. Funds should remain available after construction of the South Unit is completed. Any part of this balance that is not taken up as reimbursement on completed prewar F.L.H. Projects, can be applied, along with FAS moneys, on the North Unit of the Folly Farm-Scotts Butte Section.

Our tracings of plans for the South Unit are being sent to you under separate cover. Itemized estimate of cost and laboratory reports on certain gravels available are being sent herewith. There is a quarry at Station 2997 for which no report is submitted but which should not be overlooked as a possible source.

Our estimates contemplate a cross-section as shown on the enclosed Typical Section sheet; also, an oil treatment costing about $3,000 per mile. For the materials to be stockpiled, any arrangement of piles and quantities from which uniform distribution over the project can be made with a maximum haul not exceeding four miles, will be satisfactory. Pile locations at M.P. 3.7 and M.P. 9.4 (measured from the Scotts Butte end) have been suggested by our field engineers.

If the foregoing meets with your approval, please prepare the necessary agreement and forward for execution.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

SHP:SM

Encl.

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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

FAS-53

August 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon Project FAS-53, Princeton to Scotts Butte in Harney and Malheur Counties is approved today.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

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STATE HIGHWAY COMMISSION

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July 24, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

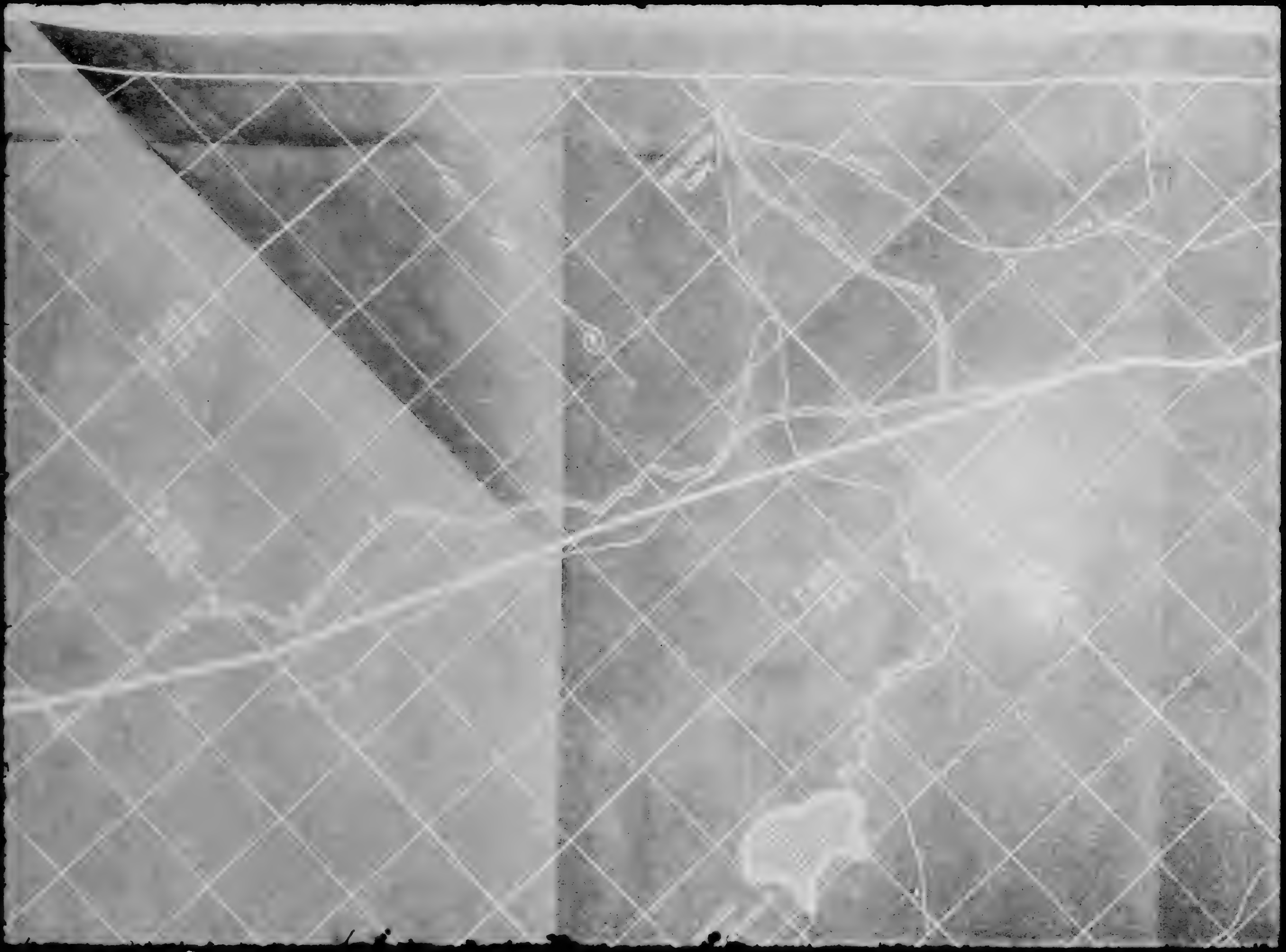
Six copies of project statement map for the Rome-Princeton Highway, Project No. FAS 53, were sent to you yesterday.

Very truly yours,

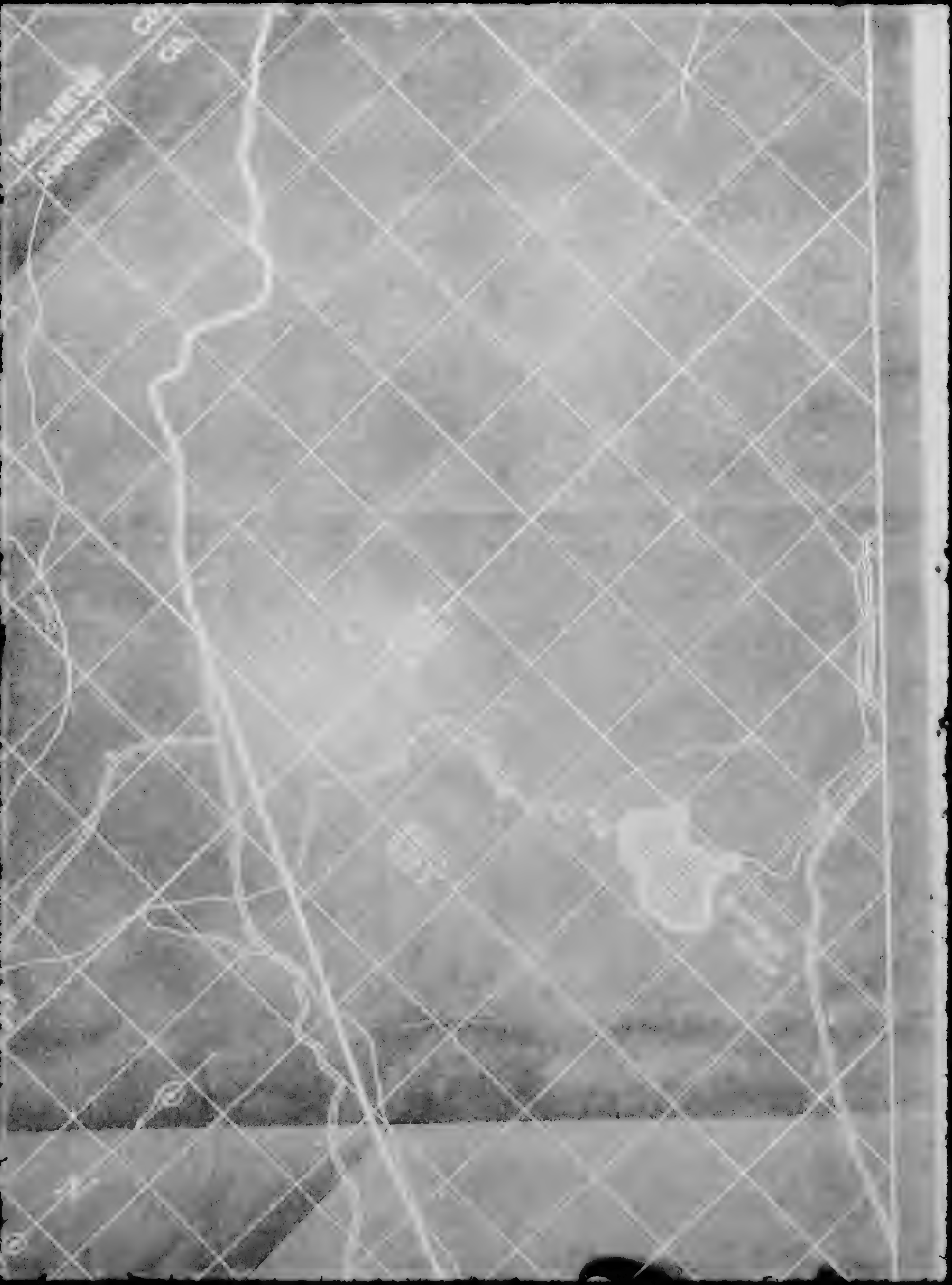
R. H. Baldock
State Highway Engineer

JWN:SM

ROME - PRINCETON HIGHWAY
PROJECT NO. FAS 53
PROJECT FAS 53



Road Section to be Improved



ROME - PRINCETON HIGHWAY
HARNEY & MALHEUR COUNTIES
PROJECT NO. FAS 53
Scale 1"=1 Mi.
END OF PROJECT FAS 53

S-9(2) Halfway-Carson Sec., Halfway- 1947
Cornucopia Secon. Hwy.
#2958

R. H. Baldock

vember 18th, 1948

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Halfway-Cornucopia Highway
Contract #2958

FINAL COST ANALYSIS
Surface and Oil
Vernie Jarl, Contractor
E. G. Bickmore, Resident Engineer

Halfway-Carson Section
Prefix 101-1013

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*1½"-0" Cr. Mat'l. in Base	13,130	Cu. Yd.	$2.09	$2.50	$27,441.70	$32,825.00
*3/4"-0" Cr. Mat'l. in Leveling Course and Shoulders	2,835	" "	2.22	2.75	6,285.94	7,796.25
*Sprinkling	456	M/Gal.	2.60	3.00	1,187.36	1,368.00
Preparation of Base	5.37	Mile	243.97	200.00	1,310.14	1,074.00
*Furnish & Place Aggregates	2,800	Cu. Yd.	3.88	4.00	10,864.00	11,200.00
Furnish & Place 151-200 Asphalt	115.229	Ton	56.33	48.00	6,490.56	5,530.99
Furnish & Place RC-3 Asphalt	150.984	"	55.62	48.00	8,398.42	7,247.23
*3/4"-½" Cr. Mat'l. in S.P.	978.05	Cu. Yd.	1.92	2.50	1,877.85	2,445.12
*½"-¼" Cr. Mat'l. in S.P.	338.9	" "	1.92	2.50	650.69	847.25
*¼"-0" " " " "	380.0	" "	1.92	2.50	729.60	950.00
*Screen Rejects in S.P.	196	" "	0.25	0.25	49.00	49.00
* " " on Roadway	513	" "	0.25	0.25	128.25	128.25
*Haul Rejects	1,041	Yd. Mi.	0.12	0.12	124.92	124.92
*Haul Adjustment, Favor of Contractor	11.03	Yd. Mi.	0.12	0.12	1.32	1.32
					$65,539.75	$71,587.33
Work Done for City of Halfway:						
*Crushed Rock in Base, Produce and Stockpile Mineral Aggregates by R. E. Rush					5,088.20	6,075.00
Place Mineral Aggregates, Furnish and Place Asphalt by Vernie Jarl					2,492.19	3,143.00
					$73,120.14	$80,805.33

*Work items performed all or in part by R. E. Bush, sub-contractor.

Gross Revenue	$80,805.33
Total Cost	73,120.14
Net Profit	$7,685.19

Net Profit Equals 9.5% of Gross Revenue

Halfway-Carson

Detail of Cost, Oil Items

Vernie Jarl

Labor:			
Labor, Including Supervision		$5,943.08	
State Industrial Accident Insurance		133.72	
Social Security		59.43	
Unemployment Insurance		160.46	
			$6,296.69
Materials:			
Asphalt	297.713 Ton at $21.77	$6,480.82	
Freight on Asphalt	297.713 " " 11.60	3,453.47	
			9,934.29
Equipment Rental & Miscellaneous:			
Equipment Rental		$5,225.00	
Gas, Oil, Grease and Fuel Oil		1,526.27	
Small Tools & Miscellaneous		450.00	
[redacted]		536.54	
PL & PD Insurance		74.29	
Home Office & General Overhead		423.74	
			8,235.84
Total Cost			$24,466.82

Profit and Loss

Oiling Items

	Amount	Cost	Revenue
Preparation of Base	5.37 Miles	$1,310.14	$1,074.00
Placing Aggregates	2,800 Cu. Yd.	5,775.51	4,900.00
Furnish & Place 151-200 Asphalt	115.229 Ton	6,490.56	5,530.99
Furnish & Place RC-3 Asphalt	150.984 "	8,398.42	7,247.23
Work Done for City of Halfway		2,492.19	3,143.00
		$24,466.82	$21,895.22

Total Cost	$24,466.82
Revenue	21,895.22
Net Loss	$2,571.60

Net Loss Equals 11.7% of Gross Revenue

Halfway-Carson

Detail of Cost

R. E. Rush, Sub-contractor

Labor:		
Labor, Including Supervision	$16,515.20	
State Industrial Accident Insurance	485.70	
Social Security and Unemployment Insurance	663.63	
		$17,664.53
Equipment Rental & Miscellaneous:		
Equipment Rental	$13,725.00	
Rented Trucks	7,869.50	
Rented Equipment	2,650.00	
Gas, Oil and Grease	2,970.20	
Freight and Express	567.79	
Misc. Hardware	145.10	
Lumber	421.46	
Miscellaneous	1,461.65	
Bond	354.90	
Insurance	213.03	
Office & General Overhead	610.16	
		30,988.79
Total Cost		$48,653.32

Halfway-Carson

Profit and Loss

R. E. Rush, Sub-contractor

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1½"-0" Cr. Gravel in Base	13,130	Cu. Yd.	$2.09	$2.25	$27,441.70	$29,542.50
3/4"-0" Cr. Gravel in Leveling Course	2,835	" "	2.22	2.50	6,285.94	7,087.50
Sprinkling	456	M/Gal.	2.60	2.50	1,187.36	1,140.00
Furnish Aggregates in S.P.	2,800	Cu. Yd.	1.82	2.25	5,088.49	6,300.00
3/4"-½" Cr. Gravel in S.P.	978.05	" "	1.92	2.25	1,877.85	2,200.61
½"-¼" Cr. Gravel in S.P.	338.9	" "	1.92	2.25	650.69	762.53
¼"-0" " " " "	380.0	" "	1.92	2.25	729.60	855.00
Screen Rejects in S.P.	196.0	" "	0.25	0.25	49.00	49.00
Screen Rejects on Roadway	513.0	" "	0.25	0.25	128.25	128.25
Haul Rejects	1,041	Yd. Mi.	0.12	0.12	124.92	124.92
Haul Adj., Favor of Contractor	11.03	Yd. Mi.	0.12	0.12	1.32	1.32
Work Done for City of Halfway		All			5,088.20	6,075.00
					$48,653.32	$54,266.63

Breakdown of Crushing Costs

	Cost	Amount	Unit Cost
Move In & Out	$2,153.70	22,961.95 Cu. Yd.	$0.094
Set Up Plant	1,556.77	" " "	0.068
Strip Pit	4,551.35	" " "	0.198
Load in Pit	2,641.51	" " "	0.115
Haul to Crusher	2,866.04	" " "	0.125
Crush	19,404.45	" " "	0.849
Cost of Crushed Material in Bunker			$1.449
Haul to Road & Stockpile	$8,525.86	22,961.95 Cu. Yd.	0.371
Street Work	5,524.85	18,465 " "	0.299
Build Stockpiles	162.47	1,697 " "	0.096

Halfway-Carson

Remarks:

This was a "Federal Aid Secondary Project" requiring the construction of 5.54 miles of rock base, leveling course and 0-9 oil mat wearing surface and the furnishing of 1,900 cubic yards of crushed gravel in stockpiles. Additional work performed for the City of Halfway during the course of the project consisted of the furnishing and placing of approximately 1,800 cubic yards of $1\frac{1}{2}$" - 0" base rock, 700 cubic yards of mineral aggregate and 31.5 tons of asphalt. This additional work was incorporated in the costs for the project as no separate payroll or separation of costs were obtainable from the contractors.

The crushing of all crushed gravel materials required and the placing of the base and leveling courses of crushed materials were sub-contracted to R. E. Rush. The oiling operations were handled by Smiley and Cunningham, a small oiling firm financed by the contractor.

Crushing equipment used by the sub-contractor included his regular 3-crusher portable crushing plant, 3/4 cubic yard shovel and TD-14 tractor. All trucks, including pit trucks, were hired equipment. Additional equipment required for the processing of the road rock consisted of one ten-ton roller, one #12 blade and one 1,000-gallon water wagon.

The crushing of the materials and the placing of the base and leveling courses proceeded very satisfactorily from the start to the completion. A total of 23,000 cubic yards of material was produced in two months elapsed time with a low labor cost and very little overhead. Better progress would have been possible except for the fact that the designated source of material did not contain the required amounts and extensive stripping was required over a large area to obtain enough materials to complete the project. Stripping costs were consequently extremely high and added materially to the costs.

The oiling operations carried on by Smiley and Cunningham were very haphazard and progress was extremely slow. Four weeks elapsed working time was required to place the asphalt and mineral aggregates on the 5.4-mile section. By comparison, the same project would have been completed by a recognized oiling contractor, such as Babler Bros. or J. C. Compton Co., in from four to six days elapsed time. It is to be noted that the contractor has liquidated the company due to heavy losses on all projects undertaken during 1948.

A loss of $2,571.60 was sustained by the contractor on oiling items. However, a profit of $4,643.42 was made by the sub-contracting of the crushing items and allowed the contractor a net profit of $2,071.88 for the project. This amount plus the amount of $5,613.31 made by the crushing sub-contractor allowed a profit of $7,685.19 for the total project.

E. E. Tymer
Cost Analyst

By . . C. E. Paulsen

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OCT 13
FOR FILING

8-9 (2)

#2958

October 15, 1948

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No.2958 for surfacing on the Halfway-Carson Section of Halfway-Cornucopia Secondary Highway, in Baker County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $2,147.62 will be made on or after October 25, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $71,587.34, and that no force account work was performed therein. This contract was completed on July 16 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attention: Legal Department

NOTED ON CARD

10-15-48

RECEIVED
FEB 4 [illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

S-9(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an agreement for Oregon Project No. S-9(2), Halfway-Carson Section of the Halfway-Cornucopia Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

For

Form PR 2 (Revised 1946)

7511

State Oregon

Project No. S-9(2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 21st day of November, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-two thousand and 00/100 dollars ($42,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 on Main Street, 1090' northwesterly from the centerline of Record Street, in Halfway and survey station 292+38.7 in the SW 1/4, Section 23, T-7-S, R-45-E, W.M., without exception, length 5.537 miles, in Baker County, being Oregon Federal Aid/Secondary project No. S-9(2), consisting of 5.537 miles of roadway and no bridges, of more than 20 feet clear span, ~~or a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-two thousand and 00/100 dollars ($42,000.00), which does not exceed the authorized Federal pro rata share of seventy-three thousand four hundred sixty-six and 80/100 dollars ($73,466.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

RECEIVED
SEP 23 [illegible]
FOR FILING

8-9 (2)

2958

September 21, 1948

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Vernie Jarl, on contract No. 2958, covering surfacing on the Halfway-Carson Section of the Halfway-Cornucopia Secondary Highway in Baker County. This payment, in the amount of $682.97, will be made on or after October 1, 1948. The retained percentage is $2,147.62.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

9-21-48

RECEIVED
AUG 18 1948
FOR FILING

8-9-(2)

2958

August 17, 1948

General Casualty Company of America
General Insurance Building
Seattle 5, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Vernie Jarl a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2958 for surfacing on Halfway-Carson Section of the Halfway-Cornucopia Secondary Highway, in Baker County. This payment, which is in the amount of $19,203.85, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,126.50. The present payment to the contractor will be made on or after August 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-17-48, gc

RECEIVED
DEC 9
FOR FILING
S 9(2)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Halfway-Carson Section, Project S-9 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-9 (2)

HALFWAY-CARSON SECTION OF THE HALFWAY-CORNUCOPIA HIGHWAY IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

13,300	cu. yds.	1½" - 0" Crushed Material in Base	$ 2.50	$33,250.00
3,400	cu. yds.	3/4" - 0" Crushed Material in Base and Shoulders	2.75	9,350.00
440	M-gals.	Sprinkling	3.00	1,320.00
5.54	miles	Preparation of Base	200.00	1,108.00
2,200	cu. yds.	Furnishing and Placing Aggregates	4.00	8,800.00
200	tons	Furnishing and Placing 151-200 Asphalt	48.00	9,600.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	48.00	3,360.00
			Subtotal	$66,788.00
			10% Engr. & Cont.	6,678.80
			Total	$73,466.80

Length 5.537 miles
Cost per mile $ 13,268.34

Federal Secondary Funds- -	$52,000.00
State Funds- -	21,466.80
	$73,466.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

RECEIVED
JUL 21 1948
FOR FILING

8-9 (2)

2958

July 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 16, 1948 on Contract No. 2958, Halfway Carson Section in connection with Federal Aid Project No. 8-9 (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:ew

cc: G. H. Armstrong

RECEIVED
JUL 23 1948
FOR FILING

5-9(2)

2958

July 19, 1948

Mr. W. W. Evans
Vice President and Cashier
The First National Bank
Halfway, Oregon

Dear Mr. Evans:

I thank you very much for your letter of July 16, and am pleased that the work between Halfway and the Carson Bridge meets the approval of the residents of that section.

Very truly yours,

R. H. Baldock
State Highway Engineer

hi

THE FIRST NATIONAL BANK HALFWAY BAKER COUNTY HALFWAY, OREGON

No. 11466
THE FIRST NATIONAL BANK
OF HALFWAY

HALFWAY, OREGON

OFFICERS AND DIRECTORS
J. P. RITTER, PRESIDENT
W. W. EVANS, VICE PRES. AND CASHIER
CLAIR RITTER, ASST. CASHIER
M. COOPER
C. R. GULICK

July 16th, 1948.

Mr. R. H. Baldock, State Engineer
Oregon State Highway Commission
Salem, Oregon.

Dear Mr. Baldock:

That is a dandy piece of road you have just completed between Halfway and the Carson Bridge. We want you to know that we appreciate this road improvement.

The Town of Halfway has spent a lot of money for crushed rock. We concluded that the time to get the rock was now, because the crusher was located not far from town.

Yes, and we have oiled most of our streets. There is one street leading from town out by the cemetery that we did not oil, because it is a State Highway, and we were afraid to tanker with it without your permission.

We received the cooperation of your Mr. Bickmore in connection with the oiling of our streets. We appreciate his advice very much. Think we have a good job on our streets, and it is sure nice to not have the dust to contend with.

The heavy traffic is tearing up our road between Halfway and Richland pretty bad. They are hauling logs from over here to a mill in Eagle Valley. Guess this is a promlem you have all over the State. Most roads were not made for big trucks and heavy loads, so about the only way out of the difficulty is to build new roads to stand the punishment.

Yours very truly,

Vice Pres & Cashier

RECEIVED
[illegible] 1948
[illegible]GON
[illegible] COMMISSION

MEMBER FEDERAL RESERVE SYSTEM

5-9 (2)

Form E-1—5M—4-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 18, 1948, 19

Section Halfway-Carson

Kind of work Surfacing & Oiling

Highway Halfway-Cornucopia

Section prefix 101-1013

Contractor Vernie Jarl

Contract number 2958

Date of contract December 30, 1947, 19

Date of completion September 30 1948, 19

Date work started April 6 1948, 19

Estimated date of completion July 15 1948, 19

Amount of contract $ 71,538.00

Per cent of time elapsed 61.9 %

Estimated cost of completed project, exclusive of engineering $ 71,538.00

Per cent of contract completed, based on total contract price 75 %

Engineering cost to date, $ 3400.00, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All the crushing in connection with the project has been completed including the maintenance material in stockpile.

It is expected that the oiling equipment will be moving in by the first of next week, and that oiling operations will begin as soon as the oil can be secured.

RECEIVED
JUN 21 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed E. G. Bickmore

Address Baker, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.94			
Miles partially completed		5.94			
Miles completed		5.94			
Total estimated quantities		20,800	1,900		
Estimated quantities moved or placed to date		20,800	1,900		
Average daily quantities					
Average daily quantities necessary to complete project on time		Complete	Complete		
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
APR 14 1948
FOR FILING

S-9(2)

April 8, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 6, 1948, on Contract No. 2958, Halfway-Carson Section, in connection with Federal Aid Project No. S-9 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

RECEIVED
JAN 20 1948
FOR FILING
S-9 (2)

January 20, 1948

Mr. Vernie Jarl
Box 254
Gresham
Oregon

Dear Sir:

We enclose herewith fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 2958, covering Halfway-Carson Section of the Halfway-Cornucopia Secondary Highway in Baker County, awarded December 30, 1947.

Contract No. 2962, covering the Crooked River Section of the Ochoco Highway in Crook County, awarded December 31, 1947.

Executed copies of these contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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JAN 9
FOR FILING

S-9(2)

January 6, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of an encroachment resolution which was adopted by the City Council of Halfway on December 11, 1947.

This resolution was prepared for adoption by the city in connection with Federal Aid Project No. S-9 (2), Halfway-Carson Section of the Halfway-Cornucopia Secondary State Highway No. 413.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

me

Encl.

cc Mr. J. W. Nash

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JAN 12 [illegible]
FOR FILING
5-9 (2)

December 31, 1947

Mr. Vernie Jarl
438 South Roberts Avenue
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on December 30, awarded you the contract for oil mat surfacing and furnishing crushed material in stockpiles on the Halfway-Carson Section of the Halfway-Cornucopia Secondary Highway in Baker County. This award was based on your low bid of $ 71,538.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Acting Secretary

dr
cc - S. H. Probert

NOTED
H. B. GLAISYER

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DEC 26 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-9(2)

Dec. 23, 1947

Const

Halfway-Cornucopia
Second.

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

In accordance with your request of December 16, we have examined a copy of the Resolution, in which the City of Halfway approves the grades established by the Commission in connection with the proposed improvement of the Halfway-Cornucopia Highway in Halfway. I have likewise examined the Charter of the City of Halfway, as adopted March 2, 1912, and it is my opinion that the Resolution is in compliance with the Charter, and that further action of the Council is not necessary. The Resolution of the City is returned herewith.

Consideration has been given to the form of Resolution, as used in this case, and it is suggested that an additional paragraph be added to the end of the Resolution form, providing as follows:

> "In consideration of the aforesaid construction by the State Highway Commission, City hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets."

The addition of this clause to our form would provide an additional protection to the State in these cases.

NOTED
W. C. WILLIAMS

Yours very truly,

J. M. DEVERS

By G. W. NEUNER
Assistant Counsel

GWN:FRC

cc- Mr. Oscar Cutler

Aid Project No. S-9 (2)

R E S O L U T I O N

WHEREAS, State Highway No. **413** of the State of Oregon, known as the **Halfway-Cornucopia Secondary State** Highway, is routed through the City of **Halfway**, **Baker** County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

Beginning at highway engineer's survey station 0/00, 1,090 feet northwesterly from the center line of Record Street, where the same is intersected by the center line of the Halfway-Cornucopia Secondary Highway; thence northwesterly to the north city limits of Halfway, at highway engineer's survey station 9/70

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line finished grade (U.S.G.S. datum); Beginning at elevation 2690.48 at highway engineer's survey station 0/00, 1,090 feet

northwesterly from the center line of Record Street, where the same is intersected by the center line of the Halfway-Cornucopia Secondary Highway; thence to elevation 2695.98, at the center line of Center Street, where the same is intersected by the center line of the Halfway-Cornucopia Secondary Highway; thence to elevation 2697.48, at the center line of Bell Street, where the same is intersected by the center line of the Halfway-Cornucopia Secondary Highway; thence to elevation 2705.48, at the north city limits of Halfway, at highway engineer's survey station 9/70, approximately 480 feet northwesterly from the center line of Bell Street, where the same is intersected by the center line of the Halfway-Cornucopia Secondary Highway

And, WHEREAS, under the provisions of Sections 100-101 to 100-127, inclusive, O. C. L. A., and other laws of the State, the Highway Commission is given complete jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of **Halfway**, **Baker** County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. **413** of the State of Oregon, known as the **Halfway-Cornucopia Secondary** Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

Passed by the Common Council of the City of **Halfway**, **Baker** County, Oregon, this 11 day of December 1947.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

T. F. Quinn
City Recorder

Fred W. Basche
Mayor

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Halfway, Baker County, Oregon, on the 11 day of December 1947, at the regular or special meeting of said Common Council.

Dated this 11 day of December, 1947.

T F [illegible]
City Recorder

RECEIVED
DEC 19 1947
FOR FILING

S-7(2)

Salem, Oregon
December 16, 1947

Mr. J. M. Devers

I hand you herewith a copy of a resolution in which the City of Halfway approves the grades established by the State Highway Commission in connection with the proposed improvement of the Halfway-Carson Section of the Halfway-Cornucopia Highway in Halfway.

A question has come up as to whether or not it will be necessary for the City to pass an ordinance supporting the resolution.

Will you please advise me.

W. C. Williams

WCW/ds
Encl.

RECEIVED
FOR FILING

FORM E-30 25M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1947

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is a copy of a resolution in which the City of Halfway approves the grades established by the State Highway Commission in connection with the proposed project on the Halfway-Carson Section of the Halfway-Cornucopia Secondary State Highway, Federal Aid Project No. S-9 (2).

This resolution is being forwarded to you for transmittal to Mr. Devers, so that he can ascertain whether or not their city charter requires that the resolution be supported by ordinance.

Very truly yours,

Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

me

Encl.

NOTED
W. C. WILLIAMS

RECEIVED
DEC 8 1947
FOR FILING

S-9 (2)

December 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We have your letter of December 4 commenting on the fact that our plans for the Halfway-Carson Project (Project S-9 (2) do not show rates of grade and degrees of curvature.

This information is being added on the plan sheets and will appear on reduced size prints which will be sent to you in a few days.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

RECEIVED
FOR FILING
S-9(2)

November 21, 1947.

files

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.A E. documents for Oregon Project No. S-9(2), Halfway - Carson Section of the Halfway - Cornucopia Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

According to the 1940 census, Halfway is listed as an incorporated town. If this status still prevails, please furnish us the usual copies of resolution covering encroachment in the town.

Very truly yours,

T. H. DAVIS
District Engineer.

Original sent to Probert

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

S 9(2)

December 30, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Federal Aid Secondary Project No. S-9(2), Halfway - Carson Section of the Halfway - Cornucopia Secondary Highway, to Vernie Jarl, Gresham, Oregon, low bidder.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT
S9(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3060
PORTLAND 8, OREGON

November 21, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-9(2), Halfway - Carson Section of the Halfway - Cornucopia Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

According to the 1940 census, Halfway is listed as an incorporated town. If this status still prevails, please furnish us the usual copies of resolution covering encroachment in the town.

Cutler will attend to this.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer.

RECEIVED
NOV 25 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
S 9(2)

October 29, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Halfway-Carson Section, Project No. ~~S-9~~ (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:GS

Encl.

Small plans to PRA 11/7/47

Revise [illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-9 (2)

HALFWAY-CARSON SECTION OF THE

HALFWAY-CORNUCOPIA HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 29, 1947

13,300	cu. yds.	1½" - 0" Crushed Material in Base	$ 2.75	$36,575.00
3,400	cu. yds.	3/4" - 0" Crushed Material in Base and Shoulders	2.75	9,350.00
440	M-gal.	Sprinkling	3.00	1,320.00
5.54	miles	Preparation of Base	200.00	1,108.00
2,200	cu. yds.	Furnishing and Placing Aggregates	4.00	8,800.00
200	tons	Furnishing and Placing 151-200 Asphalt	40.00	8,000.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	40.00	2,800.00
			Subtotal	$67,953.00
			10% Engr. & Cont.	6,795.30
			Total	$74,748.30

Length 5.537 miles
Cost per mile $ 13,499.78

Federal Secondary Funds- -	$42,000.00
State Funds- -	32,748.30
Total- - - - - -	$74,748.30

HALFWAY-CARSON SECTION

PROJECT NO. S-9 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. E. Probert
Office Engineer

October 29, 1947

FI-248(13) Sandy River Br., Columbia River Hwy. 1947
#2959

RECEIVED
JAN 17 1950
FOR FILING

71-248(13)

2959

Vouc. 22974

General Construction Co.
(Contractor)

Contract No. 2959 Est.No. 14-final

Warrant No. 366049 Date 1/13/50

$25,470.54
The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Without Penalty

Accepted 9-21-49

Time Extensions To 9-1-49 ok

Claims None

Remarks:

1-17-50 gl

Date: 1-17-50

Release of the above warrant is hereby authorized.

Warrant mailed, (date)

RECEIVED
JAN 19 1950
FOR FILING

71-248(1-)

2959

Submitted
JAN 16 1950

Vouc. 22974

General Construction Co.
(Contractor)

Contract No. 2959 Est. No. 14-final

Warrant No. 366049 Dated 1/13/50

$25,470.54
The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted ____________

Time Extensions ____________

Claims ____________

Remarks:

Date: ____________

Release of the above warrant is hereby authorised.

____

Warrant mailed, (date) JAN 17 1950

RECEIVED
DEC 30 1949
FOR FILING

71-248(15)

2959

December 29, 1949

Central Surety & Insurance Corp.
P. O. Box 207
Kansas City 10, Missouri

Gentlemen:

Please be advised that state highway contract No. 2959 for work on the Sandy River Bridge Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, General Construction Company, and that final payment in the amount of $25,470.54 will be made on or after January 9, 1950.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there by any.

For your information, we wish to advise that the total contract amount is $325,079.14, of which amount $435.77 represents force account items. This contract was completed on August 31, 1949, and accepted by the Commission on September 21, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
12-29-49 g

ame

cc C. A. Tomassene
614 Wilcox Bldg.
Portland 4, Ore.

RECEIVED
DEC 13 1949
~~FO~~R FILING

MONTANA
~~OREGON~~
IDAHO
WASHINGTON

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-248(13)
Sandy River Bridge
Columbia River Hwy.

Dear Sir:

We are forwarding herewith for your files an executed copy of a modification of agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OCT 12 1949
OREGON
STATE HIGHWAY COMMISSION

Fran

on Federal Aid Project No. FI-248(13) WA8pr 7516

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 14, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. FI-248(13); and

WHEREAS, the Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $116,000.00 to $220,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred twenty thousand and 00/100 dollars ($220,000.00), as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added Clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's reorganization Plan No. 7 of 1949."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred twenty thousand and 00/100 dollars ($220,000.00), which does not exceed the authorized Federal pro rata share of three hundred sixty-seven thousand, six hundred eighty-six and 00/100 dollars ($367,686.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Federal Aid Project No. FI-248(13) WA8pr 7516

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 14, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. FI-248(13); and

WHEREAS, the Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $116,000.00 to $220,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred twenty thousand and 00/100 dollars ($220,000.00), as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added Clause (b) to read:

> "(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's reorganization Plan No. 7 of 1949."

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> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred twenty thousand and 00/100 dollars ($220,000.00), which does not exceed the authorized Federal pro rata share of three hundred sixty-seven thousand, six hundred eighty-six and 00/100 dollars ($367,686.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on Sept. 21, 1949.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

RECOMMENDED FOR APPROVAL
STATE HIGHWAY ENGINEER

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS

By ______________________
Acting Division Engineer
U. S. Bureau of Public Roads.

RECEIVED
OCT 12 1949
STATE HIGHWAY COMMISSION

Oregon Federal Aid Secondary Project No. S-90(1).

RECEIVED
OCT 7 1949
FOR FILING

71-248 (13)

October 6, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of modification of project agreement for the Sandy River Bridge Project No. FI-248 (13) which copies were returned by your Division Office together with two revised copies containing an additional clause concerning the recent transfer of your department to the Department of Commerce.

The enclosed copies have been corrected by attaching the revised first page containing the additional clause with the original second page in which no change of wording occurred.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:cw

Encl.

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 3, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the modification of agreement for Oregon FI-248(13), Sandy River Bridge, which the Commission signed September 21.

In preparing this document, we failed to write in a clause clarifying terms as necessitated by our recent transfer to the Department of Commerce. We have, therefore, prepared a new draft including the necessary clause and are enclosing two copies together with the two signed copies of the first draft which you sent us September 23.

Please note that all changes are on the first page and the second page carrying signatures is identical in both drafts.

Will you please have the Commission sign the new drafts, or if satisfactory to you, attach the signed sheets 2 of the first draft to the revised sheet 1 of the second draft and return both signed copies to us. You followed this procedure in connection with the modification of FAS-241(3), dated July 5, 1949, in which a corresponding change had become necessary due to our transfer to the General Services Administration. We returned the first draft of that document to you July 19, 1949, and you answered on July 27.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 13 1949
FOR FILING

August 19, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modification of project agreement for the Sandy River Bridge, Project No. FI-248 (13).

The amount of Federal funds set up in the project agreement is $116,000.00 and we are enclosing one copy of form PR-9 requesting this amount be increased to $220,000.00, which amount is more nearly representative of the permissible Federal-aid pro rata.

The enclosed copies of estimate have been prepared to conform with this request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JM/gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

August 18, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P.W. Federal Aid Primary Highway Program
(Previous Program)

August 13, 1948
(Date of Approval)

COUNTY Multnomah

FA or FAS Route No. FA 1

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	58	FI-248 (13)	Crossing of Sandy River near Troutdale	Survey-Plans					2-lane bridge
				Right-of-Way					
				Construction	367,686	116,000	251,686		
				Total	367,686	116,000	251,686	0.145	
Requested Revision	58	FI-248 (13)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	367,686	220,000	147,686		
				Total	367,686	220,000	147,686	0.145	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

Increase set up of federal funds to reflect, more nearly the permissible Federal-Aid share

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

Oregon State Highway Department   Federal Aid Project No. FI-248 (13)

SANDY RIVER BRIDGE ON THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 18, 1949

All Required		Shoring, Cribbing, Etc.		$ 57,500.00
2,400	cu. yds.	Structural Excavation	$ 3.00	7,200.00
200	cu. yds.	Structural Excavation Below Elevations Shown	3.00	600.00
18,000	lbs.	Furnishing Foundation Piling	0.62	11,160.00
420	only	Drive Piling	20.50	8,610.00
190	cu. yds.	Seal Concrete	41.00	7,790.00
1,800	cu. yds.	Class "A" Concrete	66.50	119,700.00
270,000	lbs.	Metal Reinforcement	0.09	24,300.00
440,000	lbs.	Structural Steel	0.185	81,400.00
1,600	lin. ft.	Metal Handrail	10.00	16,000.00
			Subtotal	$334,260.00
			10% Engr. & Cont.	33,426.00
			Total	$367,686.00

Length of Bridge 0.145 mile

Federal Aid Funds- -	$220,000.00
State Funds- -	147,686.00
	$367,686.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
AUG 12 1949
FOR FILING

71-248(13)

2959

August 11, 1949

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 106 days, from June 1 to September 15, 1949, within which to complete your contract No. 2959 for construction of the Sandy River Bridge on the Columbia River Highway, in Multnomah County.

The Highway Commission granted you an extension of time on the above contract to September 1, 1949, without penalty, with the condition that the deck of the structure be in condition to carry travel by August 1, 1949. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
8-11-49 gl

Recorded ____________

RECEIVED
JUN 29
FOR FILING

71-292 (13)

29-1

June 29, 1949

Request for extension of time
No. 1
August 1 and 2 meeting

State Highway Commission

Gentlemen:

Re: Time Extension on Sandy River Bridge
Contract No. 2959, General Construction
Company, Contractor

Herewith copy of a request for extension of time on the Sandy River Bridge from June 1 to September 15. In our contract the specified completion date was December 31, 1948. This was with the expectation that the contractor would be able to complete the piers prior to the normal Columbia River high water of 1948 and erect the steel, during this high water, from barges. Due to the height of the flood and its duration, the piers were not completed and the steel could not be erected as scheduled. The steel is now completely erected and the concrete deck will be in place by Monday, June 27. This schedule insures the opening of the bridge for traffic within the time extension recommended.

It is anticipated that the road work on this section will be ready to open for traffic by September 1, and in view of this, the extension is recommended only to August 31, 1949 with a further condition that the deck of the structure be in condition to carry travel by August 1. Under these conditions it is recommended that the extension to September 1 be granted without penalty to the contractor.

This is a second time extension on this contract, it having been previously extended to June 1, 1949. The concurrence of the Public Roads Administration to this extension is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
JUN 23 1949
FOR FILING

FI-248(13)

June 22, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' May 31st letter requesting our concurrence in an extension of time to the General Construction Company, contractor on Oregon FI-248(13), the Sandy River Bridge, Columbia River Highway.

It is noted your request is for an extension to August 31, 1949 subject to the condition that the bridge be ready for traffic by August 1, 1949, and such extension to be without penalty.

Our inspections of this structure bear out the unavoidable delays enumerated in your letter and we will recommend approval of the extension as requested with the understanding the structure will be open to traffic by August 1, 1949.

Very truly yours,

T. M. DAVIS
District Engineer

Original referred to
Mr. Papson by H.C.W.

RECEIVED
JUN 2 1949
FOR FILING

[illegible]

May 31, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Sandy River Bridge
FI-248 (13)

Reference is made to your letter of May 24 concerning the time extension proposed for the Sandy River Bridge contract.

We have had further conferences with the contractor, and he is making every effort to have the structure in suitable condition for highway traffic by August 1. There will, however, be work to be done on the project which will not be completed by this time, such as cleaning up the site, painting the structural steel, and removing the falsework in the stream. The contractor, however, is agreeable to an extension of time to and including August 31 for the completion of all work on the project, subject to the condition that the structure be ready for traffic on August 1.

When this project was awarded on December 31, 1947, the schedule of operations was based upon the completion of the stream piers before the usual Columbia River high water which usually occurs in the last of May or first of June. The contractor started work on the project on January 26, 1948 and made good progress on the piers until a flash flood in the Sandy River on February 21, 1948 overtopped his cofferdams and washed away a considerable amount of equipment and material. He lost about two weeks' time gathering up and replacing this equipment and material.

On March 4, 1948 the contractor's crew walked out in a wage dispute, and it was not until March 8 that he could start work again. He immediately moved in two pile driving rigs, and by March 12 was operating two shifts per day with each rig, using a crew of 20 to 30 men. On April 13 he put in the third shift on both rigs and worked until he was shut down by high water from the Columbia River on May 6. As you know, this high water was exceptionally early and of an exceptional height. He had not been able to get all of the stream piers in, and even had the stream piers been completed, he would not have been able to erect steel on the piers during the high-water period. It was July 19, 1948 before he was able to start work on the project again.

This structure is a plate girder job, and the individual pieces are quite large. Erection from the bank of the stream would require exceptionally heavy falsework and heavy equipment to move the steel into place. It could, however, be erected very expeditiously with a floating derrick, but this derrick cannot be brought into the Sandy River except during a high-water period of the Columbia River. Since the contractor did not have the stream piers completed, he was not able to erect the steel during the 1948 flood season. He proceeded to complete the stream piers and the approaches during the summer and fall of 1948, and in January of 1949 started to erect a high line to place the structural steel from the river bank.

The project was again shut down because of the cold weather and snow of January and February, and very little progress was made on the work until about March 1. At that time it became apparent that little saving in time could be made by continuing the preparation for erection from the bank of the river over the progress that would be made if the steel were erected from a floating rig during the May high water. The contractor has now completed his steel erection, and the riveting should be completed by the end of the week. He is following up the riveting with the forms for the bridge deck and has increased his crew to the maximum number of men that can efficiently work. We have every reason to believe that he will have the bridge deck ready for traffic on August 1.

In view of the above facts, we propose to recommend to the Highway Commission that an extension of time to and including August 31 be granted without penalty to the contractor, subject to the condition that the bridge be in shape to carry highway travel by August 1. We would ask your concurrence in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
MAY 26 1949
FOR FILING

FI 248(13)

May 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of April 27, 1949 addressed to the General Construction Company, contractors on the Sandy River Bridge, Oregon Federal Aid Project FI-248(13). This letter was the result of our discussion at the Commission meeting on April 20, 1949 regarding poor progress being made and the importance of the completion of this bridge by the time the roadway to Bridal Veil was ready for traffic. During this conference you advised Mr. Paxson had been instructed to investigate and his report was to the effect that the bridge would be ready for traffic by August 1st. Also, our letter of April 21st confirmed the general situation as we understood it and urged every effort be made to insure completion of the structure at an early date.

We are now in receipt of a letter under date of May 23rd from Mr. Paxson stating that the bridge contractors are requesting an extension of time to September 15, 1949, but that he was inclined to recommend only until September 1 without penalty, with the condition that the structure would carry highway traffic by August 15. From our inspections it appears that the bituminous macadam from the Sandy River Bridge to Tunnel Point can be placed any time and the section Tunnel Point to Bridal Veil should be completed by August 1st or shortly thereafter, hence the delay in the completion of the Sandy River Bridge is very disturbing.

Until it can be shown by day to day chronology that the bridge contractor has encountered unavoidable delays justifying further extension under the specifications, we are not willing at this time to concur in any further extension of time without imposing the penalty. We believe that if the contractor uses proper diligence in the carrying on of this work that such an extension as requested should not be necessary. May we again urge you to do everything possible to see that the contractor completes this bridge at an early date to avoid any criticism.

Very truly yours,

T. M. DAVIS
District Engineer

Original [illegible]
[illegible]
[illegible]
[illegible]

RECEIVED
M 10
FOR FILING

I - 248(18)

2959

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8. OREGON

State Highway Engineer

April 30, 1949.

Oregon State Highway Commission,
Salem, oregon.

Attention - Mr. R. H. Baldock - State Highway Engineer.

NOTED
W. C. WILLIAMS

Gentlemen: Re: - Sandy River Bridge.

As per your request of April 27th, we respectfully submit our "progress schedule"on the finishing of our Sandy River Bridge.

On May 1st we are starting to load the steel for the bridge on a scow. By May 15th we expect that the water in the Sandy river will be high enough to float our equipment and steel scow to the work. However, have it understood that we will keep track of the height of the river and if we can get in earlier than the 15th we certainly will do so.

If the water is high enough so we can get to the bridge by the 15th we will have all the steel erected by June 1st and the riveting gangs working on it as well as the carpenters placing forms.

During the month of May we will form all panels for the deck that it is possible to form before placing.

On June 15th we should have the riveting done and the panels of the floor system in so by the last of June we will be pouring concrete on the deck and have the sidewalk poured by July 15th. On July 30th the handrail will be finished and the deck will have set long enough so that we can strip and start painting and have the bridge ready to turn over to you by August 15th.

We will work all the necessary shifts to keep to this schedule and if possible try to beat it.

Trusting that this is satisfactory, we are

RECEIVED
MAY 3 -
OREGON
STATE HIGHWAY COMMISSION

Yours truly,

GENERAL CONSTRUCTION COMPANY

Otto Hermann

Otto Hermann - Vice President

VED D
APR 28 1949
FOR FILING

11-1879

April 27, 1949

General Construction Company
4850 N. E. Front Avenue
Portland 10, Oregon

Gentlemen:

Re: Sandy River Bridge

Our contract with you for the construction of the Sandy River Bridge specified completion of the project by December 31, 1948, which date was extended to June 1, 1949 by action of the Highway Commission. We now are advised that you plan on deferring erection of the steel girders until floodwater in the Columbia River gives enough depth at the site to allow the use of floating equipment.

Our contracts for the highway from Troutdale to Bridal Veil assure us of a completed route in August of this year. It is absolutely essential that the Sandy River Bridge be completed and ready for traffic by that time. We must insist that you begin your steel erection at the earliest possible time and maintain a schedule that will insure completion within the required time, using two or three shifts if necessary.

In order that we may be fully informed, please send us your schedule of operations with dates you expect to complete each phase of the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm hi
cc G. S. Paxson
T. M. Davis

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

April 21, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

onfirming our conversation on April 12th relative to the unsatisfactory progress in the construction of the Sandy River Bridge, Oregon FI-248(13), we are quite concerned as to contractor's schedule of operations causing delays which may defer the opening of the Troutdale to Bridal Veil Section.

As you know this contract was awarded the General Construction Company on December 31, 1948. However, due to the extraordinary flood of June 1948 this time was extended to June 1, 1949, and apparently this five months' time extension will not be sufficient.

The contractor erected 2 timber towers intending to install a high line for steel girder erection but apparently has abandoned this method and expects to await high water in the Columbia River so that the steel girders may be floated in on barges and placed with a floating derrick. This method will cause a delay of at least a month and probably more since there is considerable uncertainty as to when the Columbia River will be at flood this year. Even after steel is erected, the placing of concrete deck, handrails, etc. will consume considerable time.

Since it is our opinion the road surfacing as far as Bridal Veil may be completed earlier than anticipated, we suggest that every effort be made to insure the completion of the Sandy River Bridge as early as possible.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
APR 2
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAM

RECEIVED
FEB 3 1949
FOR FILING

71-248 (13)

2959

February 2, 1949

General Construction Co.
1850 N. W. Front Ave.
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meetin on January 24, 1949, had under discussion your request for an extension of time of 151 days, from December 31, 1948 to June 1, 1949, within which to complete your contract No. 2959 covering the Sandy River Bridge on the Columbia River Highway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

O. S. Paxson

NOTED ON CARD

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JAN 31
FOR FILING

41-248 (13)

2959

January 18, 1949

Request for extension of time
No. 20
January 24 and 25 meeting

State Highway Commission

Gentlemen:

Re: Time Extension on Sandy River Bridge
in Multnomah County, Contract No. 2959

Herewith copy of contractor's request for an extension of time to complete the work on the Sandy River Bridge on the Columbia River Highway, General Construction Company, contractor.

Work on this project was held up for several months during the exceptional flood of June 1948. The work on the main spans has also been delayed due to the inability of the fabricating company to obtain the steel for the spans. This steel has now been obtained, and the fabrication is practically complete.

It is recommended that the extension from January 1, 1949 to and including June 1, 1949 be granted without penalty to the contractor. Attached is the concurrence of the Public Roads Administration in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:gm
cc H. B. Glaisyer
R. H. Baldock
W. C. Williams
G. S. Paxson
W. A. Reeves

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FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

FI 248(13)

September 21, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Federal Aid Project No. FI-248(13), Sandy River Bridge.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

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SEP 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

Jom

R 2 (Revised 1946)

7516

State Oregon

Federal Aid Project No. FI-[illegible](13)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a project statement, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of December, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixteen thousand and 00/100 dollars ($116,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 509+70 and survey station 517+40, all in the NW 1/4 Section 25, T. 1 N., R. 3 E., W.M., without exception,

, length 0.145 miles, in Multnomah County,

being Oregon Federal Aid project No. FI-248(13), consisting of [redacted] [redacted] one bridge[redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixteen thousand and 00/100 dollars ($116,000.00), which does not exceed the authorized Federal pro rata share of three hundred sixty-seven thousand, six hundred eighty-six and 00/100 dollars ($367,686.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

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FOR FILING
FI 248(13)

July 27, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Sandy River Bridge, Project FI-248 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department | Federal Aid Project No. FI-248 (13)

SANDY RIVER BRIDGE ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

All Required		Shoring, Cribbing, Etc.		$ 57,500.00
2,400	cu. yds.	Structural Excavation	$ 3.00	7,200.00
200	cu. yds.	Structural Excavation Below Elevations Shown	3.00	600.00
18,000	lbs.	Furnishing Foundation Piling	0.62	11,160.00
420	only	Drive Piling	20.50	8,610.00
190	cu. yds.	Seal Concrete	41.00	7,790.00
1,800	cu. yds.	Class "A" Concrete	66.50	119,700.00
270,000	lbs.	Metal Reinforcement	0.09	24,300.00
440,000	lbs.	Structural Steel	0.185	81,400.00
1,600	lin. ft.	Metal Handrail	10.00	16,000.00
			Subtotal	$334,260.00
			10% Engr. & Cont.	33,426.00
			Total	$367,686.00

Length of Bridge 0.145 mile

Federal Aid Funds	$116,000.00
State Funds	251,686.00
	$367,686.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. FI-248 (13)

SANDY RIVER BRIDGE ON THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 1, 1947

All Required		Shoring, Cribbing, Etc.		$ 15,000.00
2,400	cu. yds.	Structural Excavation	$ 10.00	24,000.00
200	cu. yds.	Structural Excavation Below Elevations Shown	20.00	4,000.00
18,000	lbs.	Furnishing Foundation Piling	0.60	10,800.00
420	only	Drive Piling	40.00	16,800.00
190	cu. yds.	Seal Concrete	30.00	5,700.00
1,800	cu. yds.	Class "A" Concrete	55.00	99,000.00
270,000	lbs.	Metal Reinforcement	0.10	27,000.00
440,000	lbs.	Structural Steel	0.18	79,200.00
1,600	lin. ft.	Metal Handrail	10.00	16,000.00
			Subtotal	$297,500.00
			10% Engr. & Cont.	29,750.00
			Total	$327,250.00

Length of Bridge 0.145 mile

Federal Aid Funds- -	$116,000.00
State Funds- -	211,250.00
	$327,250.00

SANDY RIVER BRIDGE

PROJECT NO. FI-248 (13)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 1, 1947

RECEIVED
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FOR FILING

FI-248 (13)

January 20, 1948

General Construction Company
4850 N.W. Front Avenue
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2959, which was awarded to you on December 31, 1947 by the State Highway Commission, covering the Sandy River Bridge on the Columbia River Highway, in Multnomah County. This copy is for your record and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Agenda

RECEIVED
MAR 9 1948
FOR FILING

FI-248 (13)

2957

AGENDA
FEB 2 19[illegible]

[illegible]

December 31, 1947

General Construction Co.
P. O. Box 3244
Seattle, Washington

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of the Sandy River Bridge on the Columbia River Highway, in Multnomah County. This award was based on your low bid of $334,260 submitted on December 30, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enc.

cc - Mr. O. S. Paxson
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

NOTED
H. B. GLAISYER

5+C

	CABLE
	ORDINARY
LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

$

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 31, 1947
3:20 p.m.

General Construction Co.
P. O. Box 3244
Seattle, Washington

State Highway Commission awarded you today contract for Sandy River Bridge on Columbia River Highway, in Multnomah County, based on your low bid submitted December 30, 1947. Contract forms follow shortly.

Floyd Query
Acting Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
DEC 22
FOR FILING
OREGON DISTRICT
FI 248(13)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

December 9, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon project FI-248(13), Sandy River Bridge on the Columbia Highway, have today been recommended for approval, subject to final review and approval by the Division Engineer. This is your authority for advertising.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
DEC 10 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1947
FOR FILING

FI 248(13)

December 5, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Sandy River Bridge, Project No. FI-248 (13), in which estimate changes have been made in the unit prices for "Class 'A' Concrete" and "Metal Reinforcement."

Six sets of blue line prints are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department Federal Aid Project No. FI-248 (13)

SANDY RIVER BRIDGE ON THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1947

All Required		Shoring, Cribbing, Etc.		$ 15,000.00
2,400	cu. yds.	Structural Excavation	$ 10.00	24,000.00
200	cu. yds.	Structural Excavation Below Elevations Shown	20.00	4,000.00
18,000	lbs.	Furnishing Foundation Piling	0.60	10,800.00
420	only	Drive Piling	40.00	16,800.00
190	cu. yds.	Seal Concrete	30.00	5,700.00
1,800	cu. yds.	Class "A" Concrete	60.00	108,000.00
270,000	lbs.	Metal Reinforcement	0.11	29,700.00
440,000	lbs.	Structural Steel	0.18	79,200.00
1,600	lin. ft.	Metal Handrail	10.00	16,000.00
			Subtotal	$309,200.00
			10% Engr. & Cont.	30,920.00
			Total	$340,120.00

Length of Bridge 0.145 mile

Federal Aid Funds- -	$116,000.00
State Funds- -	224,120.00
	$340,120.00

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FOR FILING

NOTED
W. C. WILLIAMS

FI-248(13)

September 17, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to plans for the Sandy Bridge, Oregon FI-248(13) which you submitted for our review about June 24, 1947.

We have not checked these plans in this office, however, they were sent to our Regional and Washington Offices and their comments are quoted as follows:

"Camber and dead load deflection.

The bridge is shown on a level grade. We suggest a longitudinal camber to facilitate roadway drainage.

No provision is made to compensate for the dead load deflection of the steel girders.

Roadway width.

The 30-ft. roadway width is shown measured from bottom of curb on Drawing 8234 and from top of curb on Drawing 8241.

Deck slab reinforcing steel.

Longitudinal distribution steel should be increased on both steel and concrete spans to conform to the A.A.S.H.O. bridge specifications.

Steel stringers.

Plans show the stringers as 18" x 47# WF. This section is not now rolled and stringers should be noted as 18" x 50# WF.

Steel diaphragms.

On the "Diaphragms at center of Spans" shown on Drawing 8236, the stiffners should be rearranged so that a stiffner occurs under each stringer.

WILLIAMS ✓

ORIGINAL REFERRED TO PAXSON

Laterals.

The laterals adjacent to piers 2 and 3 should be increased. We obtain a stress of nearly 30,000# p.s.i. for the 3" x 3" x 3/8" angles."

"Review of Preliminary structure plans Sandy River Bridge, Oregon FI-248(13)

Reference is made to the Division Engineer's memorandum of June 24, 1947 submitting for our review one set of plans for the Sandy River Bridge, Oregon FI-248(13). The statement that the design has not been checked in the Division office is noted.

We have reviewed the plans as submitted and have the following comments and recommendations to offer for consideration:

Plan and Elevation Sheet, Drawing No. 8232.

Since structure cost will exceed $100,000 a preliminary layout with supporting data, such as high water, soundings, and other pertinent information should have been sent in.

Steel Superstructure Plan Drawings 8233 to 8236 inclusive.

Girder Webs: Reference is made to Section 3.6.75 A.A.S.H.O. 1944 Specifications for Web Thickness Requirements. The 3/8" web can not be used without longitudinal stiffeners where the girder depth b.b. angles exceeds 6' -3-1/2". The 1/2" web at intermediate supports will require a longitudinal stiffener. To conform to specifications and stick as closely to the State plans as possible, the following thicknesses in girder webs are suggested:

End Spans - 3/8" web plate panels 0 to 3 inclusive
1/2" " " " 3 to 6 " with long.
stiff composed of 1 L 4 x 3-1/2 x 5/16" placed on inside of web at 1/5 D from toe of compression flange from panel point 5 to 6 (panel point 6 is at center line of intermediate pier)

Center Span - 1/2" web plate throughout with above described longitudinal stiffener extending from center line of pier to approximately 26' out, that is panel 6-7 and a part of panel 7-8.

Girder Splices - Reference Section 3.6.77 A.A.S.H.O. 1944 Specifications. Girders are shown spliced for full cross section at one place. It is preferable that the flange splices be arranged so that not more than one part is spliced at the same cross section.

Intermediate Stiffener Spacing

Some revision in spacing will be required with the modified web thicknesses. However, our computations indicate that five spaces should be used in panel 1-2 instead of the four spaces as shown with the 3/8" web which will remain unchanged.

Rivets - 3/4" called for on plans.

Generally for girders of this size 7/8" are specified and would be preferable to this office.

Cross Frames at Piers 2 and 3.

The frame shown is not considered a good structural detail and it is recommended that the frame be modified to consist of two panels with cross members, a horizontal bottom member and a vertical member at center line.

Bearings

No fixed bearing is indicated for the steel superstructure. It is recommended that a fixed bearing be provided at Pier 3 in order to provide positive longitudinal anchorage for the continuous plate girder unit.

Roller Nest Expansion Bearing

It would be preferable to provide a rockertype bearing which could be worked out satisfactorily for the reaction load.

If the State insists on retaining the roller nest the following modifications in the details are proposed:

1. 7" diameter rollers are inadequate according to our computations, 8-1/4" diameter rollers will be required in accordance with Section 3.4.2, A.A.S.H.O. Specifications.

2. A center guide bar engaging a matching cut in the rollers is recommended.

3. The rollers should be geared into at least the upper bearing plate to prevent longitudinal creep.

4. It appears that the 2'-3" x 2'6" base slab is 1-1/2" thick. Computations indicate a slab thickness of 2" is required. The top slab, shown to be 1-1/2" is believed to be too thin, also.

5. The bearing surface of the upper bolster in contact with the girder should be indicated "finish" on the plans.

6. The welding of the shoe assembly is noted. In view of the large bearing surfaces which should be finished plane, it is believed that welding will not prove practicable here and consideration should be given to steel castings.

7. The bearing area on the 5" pin is indicated by computations to be shy of requirements. An increase in thickness of the 1-1/2" metal sections to 1-7/8" is required to reduce the unit bearing stress on the pin to the specified allowable value of 24,000 p.s.i.

End Bearing Shoes

Computations indicate that 17", instead of 15", shown, is required for the length of the 12" radius rocker; also, base slab thickness of 2-1/2", instead of 1-1/2" shown, is required.

Concrete structure plans, Drawings 8238 to 8241 inclusive.

The 50' approach span is designed as simply supported, yet the details show integral construction with Bent No. 1 and Pier No. 1. It is recommended that the span be cut free of restraint at the substructure with suitable free bearing details.

The end of one continuous frame unit at Bent 4 and the end of the other continuous frame unit at Bent 7 are also constructed integrally with the substructure and designed as free support at these points. The same recommendation in regard to removing the restraint at these points also applies.

It is to be noted that the State has been advised of our objections to similar construction details on past projects. In these instances the State complied with our suggestions with revisions in plans.

Concrete Span Rockers

1-3/4" steel slab thicknesses, instead of 1-1/4" thicknesses as shown are required.

Substructure

Review computations for Piers 1 and 4 indicates that the maximum pile load without the application of horizontal forces will occur on the stream side of the footings. If horizontal loading from earth pressure is applied at Pier 1 it will increase the eccentricity of loading. It therefore appears that Pier 1 is reversed.

It is not understood why Pier 4 is made the same design as Pier 1. It would appear to be an advantage to have zero eccentricity of loading on the piles under vertical loadings for Pier 4."

We understand from Mr. Chase that the plans for this bridge have been revised to a considerable extent. Some of the comments may be pertinent to the revised design and are suggested for your consideration. Also these comments should be considered in respect to future designs.

Very truly yours,

T. M. DAVIS
District Engineer.

F-43(4) Crooked River Bridge, 1947
Ochoco Hwy.
#2961

RECEIVED
JAN 21
FOR FILING

[illegible]

2961

January 20, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 2961, covering the Crooked River Bridge on the Ochoco Highway in Crook County, has been completed by the contractor, Perkins Bros., and that final payment in the amount of $5,892.95 will be made on or after January 31, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $43,480.52, of which amount $1,064.82 represents force account items. The above contract was completed on October 26 and accepted by the Highway Commission on November 3, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Ore.

NOTED ON CARD
1-20-49, gl

gl

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SEP [illegible]
FOR FILING

7 43 (4)

2961

September 23, 1948

Perkins Brothers
8535 S. E. Stark St.
Portland
Oregon

NOTED
H. B. GLAISYER

Gentlemen:

The State Highway Commission, at its meeting on September 13, 1948, had under discussion your request for an extension of time of 90 days, from August 31 to November 30, 1948, within which to complete your contract No. 2961 covering the Crooked River Bridge on the Ochoco Highway in Crook County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

W. A. Reeves

NOTED ON CARD

9-23-48 gl

RECEIVED
AUG 30 1948
FOR FILING

E-43(4)

2961

August 24, 1948

Request for Extension of Time
No. 1
September 13 and 14 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Crooked River Bridge
Perkins Brothers, Contractors
Contract No. 2961

Herewith application from the contractors for the Crooked River Bridge on the Ochoco Highway in Crook County for an extension of time to and including November 30, 1948. The specified completion date under the contract was August 31, 1948. The structure itself will be complete by that time with the exception of surface finish of the concrete on the outside of the bridge and the removal of the existing bridge. The time extension is asked in order to complete this work.

During the past winter the high water in Crooked River took out the contractor's falsework, necessitating its replacement, and very materially delayed the progress of the work. We are recommending that the extension be granted without penalty to the contractor.

The concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
cc - W. C. Williams
G. S. Paxson

RECEIVED
FEB 11 1948
FOR FILING

F-43(4)

February 11, 1948

Perkins Bros.
8535 S. E. Stark St.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2961, which was awarded to you on December 31, 1947 by the State Highway Commission, covering the Crooked River Bridge on the Ochoco Highway, in Crook County. This copy is for your records and files. An executed copy is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
MAR 9 1948
FOR FILING

F-43(4)

2961

December 31, 1947

Perkins Brothers
8535 S. E. Stark Street
Portland 16, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for construction of the Crooked River Bridge on the Ochoco Highway, in Crook County. This award was based on your low bid of $45,630 submitted on December 29, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

ee
Enc.

cc - Mr. G. S. Paxson
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

NOTED
H. B. GLAISYER

the account of _______ $ _______

S OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 31, 1947
3:20 p.m.

Perkins Bros.
8535 S. E. Stark Street
Portland 16, Oregon

State Highway Commission awarded you today contract for the Crooked River Bridge on the Ochoco Highway, in Crook County, based on your low bid submitted December 29, 1947. Contract forms follow shortly.

Floyd Query, Acting Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Charge

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 2899 Continued from Reel #45 Ends with: Contract # 2961

FLASH CARDS: Begins every Contract

Remarks:

Reel No. ______ Reduction Ratio 21:1 Project No. ______

Camera: Name Bell & Howell Model File Master Film Recordak AHU. MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 17 day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda R Lewis ______